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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 147.

THE INHABITANTS OF THE TOWNSHIP OF MONTCLAIR, IN THE COUNTY OF ESSEX, PLAINTIFFS IN ERROR,

vs.

THOMAS RAMSDELL.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF NEW JERSEY.

FILED NOVEMBER 12, 1879.

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1 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the judges of the circuit court of the United States for the district of New Jersey, greeting:

Because in the records and proceedings, and also in the rendition of the judgment of a plea which is in the said circuit court before you, between Thomas Ramsdell and The Inhabitants of the Township of Montclair, in the County of Essex, a manifest error hath happened, to the great damage of the said The Inhabitants of the Township of Montclair, in the County of Essex, as by their complaint appears, we being willing that the error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you that if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the second Monday of October next in said Supreme Court, to be then and there held, that the records and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right
2 and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court, the first day of September, in the year of our Lord one thousand eight hundred and seventy-nine.

[SEAL.] S. D. OLIPHANT, *Clerk.*

(Indorsed:) United States Supreme Court. The Inhabitants of the Township of Montclair, in the County of Essex, pl't'ffs in error, vs. Thomas Ramsdell, def't in error. In debt. Writ of error to the circuit court for the district of New Jersey. Ret'ble O. term, 1879. Thomas N. McCarter, att'y. Filed September 1, 1879. S. D. Oliphant, clerk.

3 UNITED STATES OF AMERICA, *ss:*

To Thomas Ramsdell, greeting:

[L. S.] You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the district of New Jersey, wherein The Inhabitants of the Township of Montclair, in the County of Essex, are plaintiffs, and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this first day of September, in the year of our Lord one thousand eight hundred and seventy-nine.

JNO. T. NIXON,
District Judge.

Due and legal service of the within writ is hereby acknowledged.

RASTUS S. RANSOM,
Att'y for Def'd't in Error.

4 *Judgment on verdict.*

United States circuit court, district of New Jersey.

THOMAS RAMSDELL
vs.
THE INHABITANTS OF THE TOWNSHIP OF Montclair, in the County of Essex. } In debt.

Rastus S. Ransom, attorney.

As yet of the eighth day of July, in the year of our Lord eighteen hundred and seventy-six.

JOHN T. NIXON, ESQUIRE,
Judge.

Witness:
S. D. OLIPHANT, *Clerk.*

Circuit court of the United States for the third circuit and district of New Jersey, of the eighth day of July, eighteen hundred and seventy-six.

DISTRICT OF NEW JERSEY, *ss:*

The Inhabitants of the Township of Montclair, in the County of Essex, who are citizens of the State of New Jersey, incorporated by that name by the said State, and having their principal place of business therein, defendants in this suit, were duly summoned to answer unto Thomas
5 Ramsdell, who is a citizen of the State of Connecticut, and having his principal place of business therein, plaintiff in this suit, of a plea that they, the said defendants, do render to the said plaintiff the sum of eighteen thousand two hundred and twenty-four dollars and ninety-six cents, which they owe to and unjustly detain from him, as is said.

And thereupon the said plaintiff, by Rastus S. Ransom, his attorney, complains:

6 For that whereas, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening Jared E. Harrison, and H. B. Littell, commissioners of said township

duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered one, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year, until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, a corporation duly organized under and pursuant to the laws of the United States, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned, and the said bond, was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then

and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond being together one thousand and seventy dollars, parcel of the sum above demanded.

7 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds, and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered two, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond, and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed

that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, a corporation duly organized under and pursuant to the laws of the United States, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he still is the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, and in said bond and coupon named, and payment of said sum of thirty-five dollars in said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being together one thousand and seventy dollars, parcel of the sum above demanded.

8 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds, and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid,

the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered three, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid; of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, and in said bond and coupon named, and payment of said thirty-five dollars in

said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being together one thousand and seventy dollars, parcel of the sum above demanded.

9 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered four, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex; and there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon

the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered three, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, and in said bond and coupon named, and payment of said thirty-five dollars in

said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being together one thousand and seventy dollars, parcel of the sum above demanded.

9 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn, as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered four, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex; and there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon

at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, all of which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there was not paid, and was refused to be paid, all of which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond being, together one thousand and seventy dollars, parcel of the sum above demanded.

10 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex

and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered five, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said the First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon

named, and payment of said thirty-five dollars in said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being together one thousand and seventy dollars, parcel of the sum above demanded.

11 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered six, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National

State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff becomes for valuable consideration by him paid to the said the First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer hereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupons secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars; being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being together, one thousand and seventy dollars, parcel of the sum above demanded.

12 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county

of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered seven, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented

at the same bank above mentioned and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being together one thousand and seventy dollars, parcel of the sum above demanded.

13 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of Robert M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered eight, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof on the first day of May, eighteen hundred and seventy-three, thirty-five dol-

lars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, The First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

14 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy,

in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered nine, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank

above mentioned and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

15 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township, and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered ten, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond, and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon

at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and the plaintiff in fact says, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the First National Bank of New London, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The First National Bank of New London, Connecticut, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, and in said bond and coupon named, and payment of said thirty-five dollars in said coupon mentioned, and of said sum of one thousand dollars in said bond mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of seventy dollars, being the amount of the aforesaid interest coupons, and the sum of one thousand dollars, being the principal of said bond, being, together, one thousand and seventy dollars, parcel of the sum above demanded.

16 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth

day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 63, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York, a corporation duly organized under and pursuant to the laws of the State of New York, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit, the plaintiff became for valuable consideration by him paid to the said Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, beingt hirty-five dollars, parcel of the sum above demanded.

17 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act

of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 64, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond, and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above

mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

18 For that, whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the said Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 65, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And

the plaintiff in fact says, that before the first day of November, eighteen hundred and seventy-four, to wit in the county, State and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public mar ket paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

19 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 66, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and

surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

20 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said town-

ship, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 67, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

21 For that whereas, also, heretofore, in the months of August and September, A.D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-

thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 68, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of

all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

22 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 69, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable

consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

23 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 70, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly regis-

tered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

24 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond bearing date the day and year last aforesaid, numbered 71, which bond, signed and sealed

as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

25 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railroad Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in

said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 72, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

26 For that whereas, also, heretofore in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex, and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 73, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November eighteen hundred and seventy-four thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and

bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

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on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

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first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

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seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 102, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit the plaintiff became for valuable consideration by him paid to the said Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to author-

ize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 103, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest

coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

31 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 104, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the

plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

32 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 105, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest

coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

33 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H B. Little, commissioners of said township, duly ap-

pointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 106, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars lars, and being the amount of aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

34 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-

thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 107, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said the Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused

to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

35 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 108, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank of the city of New

thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 107, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said the Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused

to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

35 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 108, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank of the city of New

York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter, and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

36 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 109, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-three, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the

said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof; and the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

37 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their

bond, bearing date the day and year last aforesaid, numbered 111, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon, and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demaned.

38 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the

county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 112, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in pubic market paid, and then was the holder and bearer of said bond and of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and ther was the holder and bearer of said interest coupons, aad that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the firs day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By

means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

39 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons, owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll theref at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 113, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and

then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

40 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 114, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex,

and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; by means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

41 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 116, which bond, signed and sealed as aforesaid, is shown to the court

here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon, and that thereafter and before the commencement of this suit the plaintiff became for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned, was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

42 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing,

that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 117, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually, on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the

amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

43 For that, whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment-roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 118, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon, and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him

paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he still is the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

44 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 119, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there

was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said The Bond Street Saving' Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

45 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds, and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township, and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 120, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay

to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-four, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

46 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March,

A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 121, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said The Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

47 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to au-

thorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 122, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above men-

tioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

48 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 123, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the Sate of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in

fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York, aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of said thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

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annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof; and the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

50 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of of the said Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said

township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 125, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid the Bond Street Savings Bank of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons. And that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

51 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds

of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 126, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby, and then and there, acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of

all which the said defendants then and there had notice. By means whereo an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

52 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 127, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings

Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

53 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 128, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-five, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the afore-

said act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, The Bond Street Savings Bank, of the city of New York aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county State, and district aforesaid, the interest coupon above mentioned, was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

54 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act,

make their bond, bearing date the day and year last aforesaid, numbered 148, which bond, signed and sealed as aforesaid is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of New ark, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of November, eigteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York, aforesaid, became, for valuable consideration by it in public market paid, and then was the the holder and bearer of said bond and of said interest coupon; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Bond Street Savings Bank, of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned, was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

55 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the

county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 149, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-four, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of November, eighteen hundred and seventy-four, to wit, in the county, State, and district aforesaid, the Bond Street Savings Bank, of the city of New York aforesaid became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupon. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the Bond Street Savings Bank of the city of New York, and then and there was the holder and bearer of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had

notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of thirty-five dollars, and being the amount of the aforesaid interest coupons, being thirty-five dollars, parcel of the sum above demanded.

56 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 37, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-six, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond;

and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the Windham National Bank of Windham, Connecticut, a corporation duly organized under and in pursuance of the laws of the United States, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was

refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

57 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 43, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred

and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says, that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the Windham National Bank, of Windham, Connecticut, a corporation duly organized under and in pursuance of the laws of the United States, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons. And that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says, that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice, and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State and district aforesaid, the said interest coupon fifthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly

demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

58 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 44, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated

and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable, as aforesaid, on the first days of May and November in each succeeding year to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, The Windham National Bank, of Windham, Connecticut, a corporation duly organized under and in pursuance of the laws of the United States, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen

hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

59 For-that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 45, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank; and it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex; and there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of

Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable, as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the Windham National Bank, of Windham, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in New-

ark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

60 For that whereas, also, heretofore in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 146, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of th einterest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond;

and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable, as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the Windham National Bank, of Windham, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons; and that thereafter and before the commencement of this suit the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district afore-

said, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, all of which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

61 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township, and be invested in the bonds of the Montclair Railway Company; and thereupon afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 147, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seven-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another

of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable, as aforesaid, on the first days of May, and November, in each succeeding year, to and including May eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the Windham National Bank, of Windham, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons; and that thereafter and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district

aforesaid, the said interest coupon seventhly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

62 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 145, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon, at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond;

and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, the Windham National Bank, of Windham, Connecticut, aforesaid, became, for valuable consideration by it in public market paid, and then was the holder and bearer of said interest coupons. And that thereafter, and before the commencement of this suit, the plaintiff became, for valuable consideration by him paid to the said Windham National Bank, and then and there was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned, and the said bond, was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-

six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

63 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex, and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 61, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said inter-

est coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable, as aforesaid, on the first days of May and November in each succeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said

defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

64 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex, and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 62, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and seventy-nine, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond, and payable,

as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, all of which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

65 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February,

A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 140, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-six, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in

public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

66 For that whereas, also, heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning, or representing as agent or president, at least two-

thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof, at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 141, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stateds and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond, and payable, as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon

first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned, and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

67 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in

said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 142, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there

had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

68 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the

county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 143, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was, by said bond, then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond. And the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon secondly above mentioned and the said bond was duly presented at the same bank above mentioned was then and there demanded, but the same was then and there not paid, and was re-

fused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

69 For that whereas, also heretofore, in the months of August and September, A. D. eighteen hundred and sixty-nine, and February, A. D. eighteen hundred and seventy, pursuant to the provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company," approved April 9, 1868, certain persons owning or representing as agent or president at least two-thirds of the real estate and landed property of the township of Montclair, in the county of Essex, and the State of New Jersey, borne on the last assessment roll thereof at the valuation thereon appearing, did consent, in writing, that the sum of two hundred thousand dollars, which sum was mentioned in said written consent, and which sum did not exceed twenty per centum of the valuation of the real estate and landed property of the township aforesaid, should be raised in said township and be invested in the bonds of the Montclair Railway Company; and thereupon, afterwards, to wit, on the seventeenth day of March, A. D. eighteen hundred and seventy, in the county of Essex and State of New Jersey, and within the district aforesaid, the said defendants, by and under the hands and seals of R. M. Hening, Jared E. Harrison, and H. B. Littell, commissioners of said township, duly appointed and sworn as directed by the provisions of the aforesaid act, did then and there, pursuant to the provisions of the

aforesaid act, make their bond, bearing date the day and year last aforesaid, numbered 144, which bond, signed and sealed as aforesaid, is shown to the court here, and did thereby and then and there acknowledge that they, the said defendants, did owe to Samuel Holmes, or the bearer thereof, one thousand dollars, which sum they did thereby promise to pay to the holder thereof, at the National State Bank of Newark, on the first day of November, eighteen hundred and eighty-seven, and also the interest thereon at the rate of seven per cent. per annum, payable semi-annually on the first days of May and November in each and every year until the maturity of said bond, on the presentation and surrender of the interest coupons thereto annexed at the said bank. And it was by said bond then and there declared that the said bond was issued in pursuance of the aforesaid act of the legislature of the State of New Jersey, and the said bond was then and there duly registered in the clerk's office of the said county of Essex, and the words "Registered in the county clerk's office" were then and there printed across the face of the said bond and attested by the signature of the then clerk of the said county of Essex. And there was then and there annexed and attached to said bond certain interest coupons, by one of which it was stated and expressed that the said defendants would pay the holder thereof, on the first day of May, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the National State Bank of Newark, for semi-annual interest on said bond; and by another of which said interest coupons it was stated and expressed that the said defendants would pay the holder thereof, on the first day of November, eighteen hundred and seventy-three, thirty-five dollars, on presentation of said coupon at the same bank above mentioned, for semi-annual interest on said bond; and by five other like interest coupons attached to said bond and payable as aforesaid, on the first days of May and November in each succeeding year, to and including May, eighteen hundred and seventy-six, for semi-annual interest on said bond; and the plaintiff in fact says that before the first day of May, eighteen hundred and seventy-three, to wit, in the county, State, and district aforesaid, he became, for valuable consideration by it in public market paid, and then was the holder and bearer of said bond and of said interest coupons, and that he is still the holder and bearer thereof. And the plaintiff says that heretofore, to wit, on the first day of May, eighteen hundred and seventy-three, in Newark, to wit, in the county, State, and district aforesaid, the interest coupon first above mentioned was duly presented at the National State Bank of Newark, and payment of said sum of thirty-five dollars therein mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-three, in Newark, to wit, in the county, State and district aforesaid, the said interest coupon secondly above-mentioned and the said bond; was duly presented at the same bank above mentioned, was then and there demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon thirdly above mentioned was then and there duly demanded, but the same was then and there not paid, and

was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-four, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fourthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon fifthly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of November, eighteen hundred and seventy-five, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon sixthly above mentioned, was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice; and afterwards, to wit, on the first day of May, eighteen hundred and seventy-six, in Newark, to wit, in the county, State, and district aforesaid, the said interest coupon seventhly above mentioned was then and there duly demanded, but the same was then and there not paid, and was refused to be paid, of all which the said defendants then and there had notice. By means whereof an action hath accrued to the said plaintiff to have and recover from said defendants the sum of two hundred and forty-five dollars, being the amount of the aforesaid interest coupons, and being two hundred and forty-five dollars, parcel of the sum above demanded.

70 And whereas also the said defendants afterwards, to wit, on the eighth day of July, A. D. 1876, in the county, State, and district aforesaid, were indebted to the said plaintiff in the sum of twenty-six hundred and ninety-four dollars and ninety-six cents, for interest for the forbearance by the plaintiff at the defendants' request of money due and owing from the defendants to the plaintiff, and to be paid by the defendants to the plaintiff upon request, whereby an action hath accrued to the said plaintiff to have and recover from the said defendants the sum of twenty-six hundred and ninety-four dollars and ninety-six cents, residue of the sum above demanded; yet the said defendants, although often requested so to do, have not as yet paid the said sum of eighteen thousand two hundred and twenty-four dollars and ninety-six cents, or any part thereof, to the said plaintiff, but have wholly refused so to do, to the damage of the plaintiff of three thousand dollars, and therefore he brings this suit, &c.

71 And the said defendants, by McCarter & Keen, their attorneys, come and defend the wrong and injury, when, &c., and say that the said supposed bonds and the interest coupons thereto annexed in the several counts of the said declaration, from the first to the sixty-fourth, both inclusive, mentioned, are not, nor is either of them, the deed of the said defendants; and of this the said defendants put themselves upon the country, &c.

And for a further plea in this behalf, as to the last count in the said declaration, the said defendants, by leave of the court here for that purpose first had and obtained, say that they do not owe the said sum of money therein mentioned and demanded, or any part thereof, in manner

and form as the said plaintiff hath above thereof complained against them; and of this the said defendants put themselves upon the country, &c.

And the plaintiff doth the like.

72 Therefore, let a jury come before the said court, at the September term thereof, A. D. eighteen hundred and seventy-eight. And now, at this day, to wit, the sixteenth day of November, A. D. eighteen hundred and seventy-eight, in the term aforesaid, come before the said court as well the said plaintiff by his attorney as the said defendants by their attorneys, and the jurors of the jury, being duly summoned, also come, who to speak the truth of the matters within contained being chosen, tried, and sworn, upon their oaths say that the said writings obligatory in the declaration mentioned are the deeds of the said defendants, and that the said defendants owe to the said plaintiff the sum of fifteen thousand five hundred and thirty dollars, parcel of the sum above demanded; and they assess the damages of the said plaintiff on the occasion of the detention of that debt, over and above his costs and charges by him about his suit in this behalf expended, to five thousand one hundred and twenty-one dollars and twenty-one cents, and for those costs and charges at six cents. Therefore, it is considered that the said plaintiff do recover against the said defendants his said debt of fifteen thousand five hundred
73 and thirty dollars by the jury aforesaid found, and his said damages of five thousand one hundred and twenty-one dollars and twenty-one cents, by the jury aforesaid assessed above his costs and charges aforesaid, and the sum of eight hundred and fifty-five dollars and twenty-eight cents now here adjudged to him for his said costs and charges.

And the said defendants in mercy, &c.

Judgment signed this sixteenth day of November, A. D. eighteen hundred and seventy-eight.

JNO. T. NIXON, *J.*

74 *Bill of exceptions.*

Circuit court of the United States, district of New Jersey.

THOMAS RAMSDELL *vs.* THE INHABITANTS OF THE TOWNSHIP OF Montclair, in the county of Essex.	In debt.

UNITED STATES OF AMERICA,
District of New Jersey, ss:

Be it remembered that on the twelfth day of November, in the year of our Lord one thousand eight hundred and seventy-eight, at a circuit court of the United States in and for the district of New Jersey, at Trenton, in said district, the issues joined in the above stated cause upon the pleadings therein, between the said parties pro ut, the same came on to be tried before the honorable John T. Nixon, a judge of said court, by a jury for that purpose duly empannelled, in the presence of Rastus S. Ransom, esquire, the attorney of the plaintiff, with whom was Barker Gummere, esq., of counsel for said plaintiff, and of Thomas N. McCarter,

esquire, one of the attorneys of the defendants, with whom was
75 John L. Blake and Benjamin Williamson, esquires, of counsel for said defendants, whereupon the said attorney of the plaintiff, having first opened his case to the jury, in order to maintain the issue on the part of said plaintiff offered and read in evidence to the jury certain sections of an act of the legislature of the State of New Jersey, entitled "An act to incorporate the Montclair Railway Company," which act was approved March 18, 1867, as the same is published in the pamphlet session laws of the said State of New Jersey for the year 1867, on page 301, which sections of said act of the legislature are as follows, to wit:

1. Be it enacted by the senate and general assembly of the State of New Jersey, That Albert Pearce, Henry C. Spalding, Samuel Wilde, Joseph B. Beadle, Julius H. Pratt, and such other persons as may hereafter be associated with them, shall be, and are hereby, ordained, constituted, and declared to be a body corporate and politic in fact and in name, by the name of "The Montclair Railway Company," and by that name they and their successors and assigns shall and may have continual succession, and shall be persons in law capable of suing and being sued,
76 pleading and being impleaded, answering and being answered unto, defending and being defended, in all courts and places whatsoever, and shall have power to make and use a common seal, and the same at pleasure to alter; and they and their successors, by the same name and style, shall be capable of purchasing, holding, and conveying any lands, tenements, goods, and chattels whatsoever necessary or expedient for the objects of this incorporation.

2. And be it enacted, That the capital stock of the said company shall be five hundred thousand dollars, and shall be divided into shares of one hundred dollars each, but said company may increase the same to an amount not exceeding the cost of the railway and appurtenances which are hereinafter authorized; and the said capital stock shall be deemed personal property, and shall be transferable in such manner as the by-laws of the said company shall direct.

3. And be it enacted, That the above-named persons, or a majority of them, may open books and procure subscriptions to the capital stock of the said company at such time or times, and place or places, as they, or a majority of them, may think proper, and whenever there shall be one thousand shares of the said stock subscribed the said
77 corporators, or a majority of them, may give notice for a meeting of the subscribers to choose nine directors, and such election shall be made at the time and place appointed in the said notice by such subscribers as shall attend for that purpose, either by lawful proxy or in person, each share of the capital stock entitling the holder thereof to one vote; and the above-named corporators, or a majority of them, shall be inspectors of such election, and shall certify under their hands the names of those persons duly elected as directors, and deliver over the subscription books to the said directors at the first meeting of the said directors; and the said directors so chosen as aforesaid shall, at their first meeting, or annually at the annual election of the said company, or as soon as may be after every such election, choose out of their own number a president; and in case of the death, resignation, or removal of the president, or any director, such vacancy or vacancies may be filled for the remainder of the

year wherein they may happen by the said board of directors, or a majority of them, and in case of the absence of the said president, the said board of directors, or a majority of them, may appoint a president pro tempore,
who shall have such power and functions as the by-laws of the said
78 company shall provide. * * * *

6. And be it enacted, That the president and directors of said company be, and they are hereby, authorized and invested with all the rights and powers necessary or expedient to survey, lay out, and construct a railway from the village of Montclair, in the township of Bloomfield, in the county of Essex, to the Hudson River at the Payoma Ferry, or at the Hoboken Ferry, or between the said ferries; and may construct a branch thereof in said township, and may extend the said railway into the townships of Caldwell and Wayne, but said railway shall not exceed one hundred feet in width unless more land shall be required for the slopes of cuts and embankments, with as many sets of tracks and rails as said company may deem necessary; and it shall be lawful for the said president and directors, their agents, engineers, superintendents, or others in their employ, to enter at all times upon all lands or waters for the purpose of exploring, surveying, levelling, and laying out the route or routes of such railway, and of locating the same, and to locate and erect all necessary works, buildings, conveniences, appurtenances, and appendages thereof, doing no unnecessary
79 injury to private or other property; and when the route or routes of such railway and the location or locations of other works, buildings, conveniences and appurtenances and appendages thereof shall have been determined upon, and a survey of such route or routes, location or locations, deposited in the office of the secretary of state, then it shall be lawful for the said company, by its officers, agents, engineers, superintendents, workmen, and other persons in their employ, to enter upon, take possession of, hold, have, use, occupy, and excavate, any such lands, and to erect embankments, bridges, and all necessary works, lay rails, and to do all other things which may be suitable or necessary for the completion, repairs, or arrangement of said railway, and for the conveyance of passengers and freight to and from the terminus thereof, to and from the city of New York, or elsewhere, subject to such compensation as is hereinafter provided; provided, always, that the payment or tender of the payment of all damages for the occupancy of lands through or upon which the said railway and its conveniences, appurtenances, and appendages may be laid out
or located, be made before the said company or any person under
80 their direction or employ, shall enter upon or break ground in the premises except for the purpose of surveying and laying out said railway and its conveniences, appurtenances, and appendages, and of locating the same, unless the consent of the owner or owners of such lands be first had and obtained.

SECTION 10. And be it enacted, That the president and directors of the said company shall have power to have constructed or to purchase with the funds of said company, and to place on the railway constructed by them, all machines, engines, wagons, carriages, or vehicles for the transportation of persons or any species of property thereon as they may think reasonable, expedient, or right; provided they shall not charge more than at the rate of twelve cents per mile per ton for the

transportation of property on the said railway, or eight cents per mile for carrying each passenger on said railway in the carriages of the said company, or six cents per ton per mile for each ton of property transported, or four cents per mile for each passenger carried on said railway in the carriages of others, and three cents per ton per mile for each empty carriage; and that the railway and its appendages and the land over
81 which the same shall pass, and all the works and improvements, steam-engines, and carriages, and all other property whatsoever belonging to the said company at any time or times, are hereby vested in the said company incorporated by this act, and their successors and assigns, during the continuance of this act.

SECTION 13. And be it enacted, That the said company may have and hold real estate at the commencement and termination of said railway, and at its several stations on the lines of the said railway, to a sufficient extent to provide accommodations and conveniences for the business of said railway, and may erect and build thereon houses, warehouses, machine shops, and such other buildings and improvements as it may deem expedient for the safety of property and the construction of carriages and other necessary uses, and take and receive the rents, profits, and emoluments thereof, and shall have the privilege and authority to erect, build, and maintain such bridges over any rivers or streams of water on the line of the railway as it may find expedient and necessary for full enjoyment of all the benefits conferred by this act; provided that the bridge con-
82 structed by said company over Passaic River shall have a draw of not less than sixty feet in width at a convenient place for the passage of vessels, unless said company shall build said bridge so that the bottom thereof shall be at least seventy-five feet above high-water mark, and with two openings or spans of at least sixty feet wide; and provided further, that any bridge erected by said company over any other navigable stream shall have a draw not less than sixty feet in width at a convenient place for the passage of vessels.

SECTION 18. And be it enacted, That the said company shall have the power, and it is hereby authorized, to make its bonds, and for the purpose of securing their payment to mortgage its real estate and personal property, railway or railways, and all the appurtenances, franchises, powers, and privileges, and rights belonging thereto which it may possess under its act of incorporation to such amount as it may deem expedient, and to sell or negotiate the same at such rate of interest or discount as it may deem for the best interest of the company without invalidation thereof by virtue any statute of this State, and the said bonds and mortgages so sold or negotiated shall be valid and binding in law and equity, and the pur-
83 chaser or purchasers under a decree in equity or foreclosure founded upon any such bond or mortgage, shall be invested with all the estate, rights, franchises, powers, and privileges which are or may be conferred upon or possessed by said company under or by virtue of its act of incorporation and any supplements thereto; subject, nevertheless, to all restrictions, conditions, and limitations contained therein.

SECTION 19. And be it enacted, That it shall and may be lawful for any corporation to subscribe for, purchase, and hold the stock and bonds of the said railway company.

SECTION 20. And be it enacted, That this act shall take effect immediately.

The plaintiff's counsel also offered in evidence another act of the legislature of the State of New Jersey, entitled "An act to incorporate the township of Montclair," approved April 15th, 1868, as the same is published in the pamphlet session laws of said State of New Jersey for the year 1868, on page 999, which act of the legislature is as follows, to wit:

1. Be it enacted by the senate and general assembly of the State of New Jersey, That all that portion of the township of Bloomfield
84 known as the second election district of said township, and lying west of a line running through said township, as follows: Beginning at a point in the center of the stone arch bridge over the stream crossing the road west of and near to the residence of Henry Stucky, on the Orange line; thence from said starting point in a straight line about north thirty-one degrees five minutes east to a point in the Passaic County line, which point is five hundred feet west on said county line from the center of the road running in front of the residence of Cornelius Van Houten, shall be, and hereby is, set off from the township of Bloomfield, in the county of Essex, and made a separate township, to be known by the name of the township of Montclair.

2. And be it enacted, That the inhabitants of the township of Montclair shall be, and they are hereby, constituted a body politic and corporate in law by the name of "The Inhabitants of the Township of Montclair, in the County of Essex," and shall be entitled to all the rights, powers, privileges, and advantages, and shall be subject to all the regulations, government, and liabilities to which the inhabitants of the other townships in said county of Essex are or may be entitled or subject by the laws of this State.
85 3. And be it enacted, That the inhabitants of the said township of Montclair shall hold their first town meeting at the lecture room of the Presbyterian church in said township of Montclair, on the third Tuesday in April, eighteen hundred and sixty-eight, and that thereafter their annual town meeting shall be held on the second Monday in March of each and every year; that at their town meetings they shall vote by ballot until it be otherwise determined according to law, and that all the provisions and restrictions of an act entitled "An act to authorize the inhabitants of the several townships of this State to vote by ballot at their town meetings," approved March twenty-second, eighteen hundred and sixty, and of the supplements thereto, shall apply to the inhabitants of the said township of Montclair, and all acts and parts of acts in force in the said township of Bloomfield at the time of the passage of this act are hereby extended to and shall be in force in the said township of Montclair, but the provisions of any act or acts from the operation of which the township of Bloomfield has by any proviso or exception contained therein been specially excepted shall apply to and be in force in said township of Montclair from and after the time this act shall go into effect, the same as if the township
86 of Bloomfield had not been specially excepted therein.

4. And be it enacted, That the persons who shall act as judges of election and clerk of election at the first town meeting of the inhabitants of the said township of Montclair shall be chosen in the manner provided by law, in the event of the absence of the judge of election, the collector, the assessor, and the clerk of the township.

5. And be it enacted, That Robert M. Hening, Grant J. Wheeler, and Philip Doremus shall be, and they are hereby, appointed commissioners

on the part of the said township of Montclair to meet with three other commissioners on the part of said township of Bloomfield, which last said commissioners shall be appointed by the town committee of said township of Bloomfield previous to the fourth Tuesday in April, eighteen hundred and sixty-eight; that said meeting of said commissioners shall take place at the post-office in Bloomfield, in said township of Bloomfield, at ten o'clock in the forenoon of the fourth Tuesday in April, eighteen hundred and sixty-eight; that the said commissioners shall then and there proceed, by writing, signed by a majority of those present, to allot and divide between
87 the said townships all property and money on hand or due, in proportion to the taxable property and rateables as taxed by the assessor at the last assessment, and to ascertain the just proportion of debts, if any there should be, to be paid by the inhabitants of the township of Montclair; and that if any of the said commissioners on the part of either of said townships should neglect or refuse to meet as aforesaid those assembled may proceed to make the said division and to ascertain the said proportion of the debts to be paid by the inhabitants of the said township of Montclair, and the decision of the majority of those present shall be final and conclusive, and the said commissioners, or a majority of them, shall and may sell and execute a deed of the township almshouse farm, which deed shall be deemed and taken to convey a good and sufficient title thereto, and said township of Montclair shall pay its proportion of the existing debt of the township of Bloomfield at the time or times when payment, either of principal or interest thereon, shall become due and payable; provided that it shall and may be lawful to adjourn the said meeting to such time or times and place or places as a majority of those assembled as aforesaid may think proper.

88 6. And be it enacted, That the said commissioners shall, when they have completed the said allotment and division, and shall have ascertained the proportion of the said debts to be paid by the inhabitants of the said township of Montclair, in writing as aforesaid, prepare forthwith a duplicate of the same, and deliver one of the said writings to the clerk of the said township of Bloomfield, to be by him filed and preserved, and the other to the clerk of the said township of Montclair for the same purpose.

7. And be it enacted, That the assessor of the said township of Montclair shall have power, and he is hereby required and enjoined, to add the said proportion of the said debts, when the same shall have been ascertained as aforesaid, together with ten per centum of the said proportion, to the amount of taxes which may be otherwise by law required to be raised in said township of Montclair for the year or years in which such debt, or the interest thereon, shall become due and payable, to be assessed and collected in the same manner and at the same time as the State and county taxes for said year or years in said township of Montclair, and the collector for the said township of Montclair is hereby re-
89 quired and enjoined to pay the said proportion of the said debts so as aforesaid ascertained, together with the lawful interest that may be or become due thereon, to the collector of the township of Bloomfield, for the use of the said township of Bloomfield, out of the first moneys that shall come to his hands, after deducting sufficient to pay the State and county taxes to be paid by said township of Montclair for such year or years, and

he shall take the receipt of the collector of said township of Bloomfield therefor, and the inhabitants of the said township of Montclair shall thereupon be free and discharged and released of and from all liability by reason of the debts aforesaid.

8. And be it enacted, That the sums of money voted to be raised for township purposes at the last annual town-meeting of said township of Bloomfield shall not be assessed and collected in full in said township, but the several sums to be assessed and collected therein for said purposes, respectively, shall bear such proportion to the sums so voted as aforesaid as the taxable property in the whole of said township, shown by the assessment of the year eighteen hundred and sixty-seven, bears to the taxable property in that section of said township not included in said
90 township of Montclair, and the assessor of said township shall assess such amounts so proportionally reduced, and such assessments, when made, shall be as valid and effectual in law as if the amounts so assessed had been the sums voted to be raised at the annual meeting aforesaid, and nothing in this act shall affect the election of any township officers made at such meeting whenever said officers shall not reside in the new township hereby created.

9. And be it enacted, That the persons now aided or maintained in said township of Bloomfield by virtue of any laws in regard to the poor shall hereafter be chargeable under said laws to said townships of Montclair and Bloomfield, accordingly as the settlement or residence of such poor persons may have been within the limits of either township respectively at the time when said persons become chargeable as aforesaid.

10. And be it enacted, That this act shall be a public act, and shall take effect on the third Tuesday in April now next ensuing.

The plaintiff's counsel also offered and read in evidence another act
91 of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to isssue bonds and to take the bonds of the Montclair Railway Company," which act was approved April 9, 1868, as the same is published in the pamphlet session laws of the said State of New Jersey for the year 1868, on page 889, which act is as follows, to wit:

1. Be it enacted by the senate and general assembly of the State of New Jersey, That on the application in writing of twelve or more freeholders, residents of any township, town, or city along the routes of the Montclair Railway Company, or at the termini thereof (except the township of Bloomfield, in the county of Essex, which township is hereby excepted from the operations of all the provisions of this act), it shall be the duty of the judge of the circuit court of the county wherein such freeholders shall reside, within ten days after receiving such application, to appoint under his hand and seal not more than three freeholders, residents of such township, town, or city, to be commissioners thereof, to carry into effect the purposes and provisions of this act; said com-
92 missioners shall hold their offices respectively for the term of five years, and until others shall have been appointed.

2. And be it enacted, That it shall be lawful for said commissioners to borrow, on the faith and credit of their respective townships, towns, or cities, such sums of money, not exceeding twenty per centum of the valuation of the real estate and landed property of such township, town,

or city, to be ascertained by the assessment rolls thereof, respectively, for the year eighteen hundred and sixty-seven, for a term not exceeding twenty-five years, at a rate of interest not exceeding seven per centum per annum, payable semi-annually, and to execute bonds therefor under their hands and seals respectively. The bonds so to be executed may be in such sums, and payable at such times and places, as the said commissioners and their successors may deem expedient; but no such debt shall be contracted or bonds issued by such commissioners of or for either of said townships, towns, or cities until the written consent of persons owning or representing as agent or president at least two-thirds of the real estate and landed property of such township, town or city, borne on the last assessment roll thereof at the valuation thereon appearing, shall
93 have been obtained. Such consent shall state the amount of money authorized to be raised in such township, town, or city, and that the same is to be invested in the bonds of the said railway company, and the signatures shall be proved by one or more of said commissioners. The fact that the persons signing such consent own or represent as aforesaid at least two-thirds of the taxable real and landed property of such township, town, or city shall be proved by the affidavit of the assessor of such township, town, or city, indorsed upon or annexed to such written consent, and the assessor of such township, town, or city is hereby required to perform such service. Such consent and affidavit shall be filed in the office of the clerk of the county in which such township, town, or city is situated, and a certified copy thereof in the office of the clerk of such township, town, or city, and the same, or a certified copy thereof, shall be evidence of the facts therein contained, and shall be received as evidence in any court of this State and before any judge or justice thereof.

3. And be it enacted, That the said commissioners authorized by this act may, in their discretion, dispose of such bonds, or any part thereof, to such persons or corporations, and upon such terms as they shall deem most
94 advantageous for their said townships, towns, or cities, but not for less than par, and the money that shall be raised by any loan or sale of bonds shall be invested in the bonds of the said railway company for the purpose of building the railway thereof, and said money shall be applied and used in the construction of said railway, its buildings, equipments, and necessary appurtenances, and for no other purpose. The commissioners respectively, in the corporate name of each of their said townships, towns, or cities shall subscribe for and purchase bonds of said railway company to the amount that they severally may have borrowed as aforesaid.

4. And be it enacted, That the said commissioners respectively authorized by this act shall report to the township committees of their respective townships, or to the common councils of their respective towns or cities, at their regular annual meeting in each year, the amount required to pay principal or the interest, if any, on the said bonds authorized to be issued under and by virtue of this act, due or to become due and payable during the next ensuing year. The interest arising from the bonds so subscribed for or purchased by said township, town, or city, in pursuance of this act, shall be received by the said commissioners and by them applied to the payment of the interest which shall, from time to time, accrue upon the bonds authorized by this act, and in case such interest shall not be suffi-

95 cient in any one or more years to pay the principal and interest accruing on said bonds, due or to become due as aforesaid, it shall be, and is hereby made, the duty of the said township committee, or of said town or city council, as the case may be, and they are hereby authorized and required to cause to be assessed and levied and collected of the real property of such township, town, or city, respectively, at the same time and in the same manner as other taxes are assessed, levied, and collected, such sum or sums of money as shall have been reported to said township committee, or said town or city council, by the said commissioners authorized by this act to be necessary to make good such deficiency in the payment of the said principal and interest on the said bonds, and the same, when collected, shall be paid to said commissioners respectively, and by them applied to the payment of the principal and interest on said bonds, or so much thereof as shall remain unpaid after the application of interest or principal received from said company to that purpose.

5. And be it enacted, That the said commissioners appointed under and by virtue of this act may, at any time after acquiring the bonds of said company, exchange the same in whole or in part for the bonds issued under the authority of this act, and in such case they shall cancel the bonds so received by them, or they may dispose of the said railway 96 bonds in their discretion to any purchaser or purchasers for cash, but shall not sell or dispose of such bonds for less than par, except at public sale, of which twenty days' notice shall be given in two newspapers published in their respective counties, but no such sale shall be made except by consent obtained to the extent and in the manner provided in the second section of this act; and in case of such sale the proceeds thereof shall be applied by said commissioners respectively to the purchase or redemption of the bonds authorized to be issued by this act, and for no other purpose whatever.

6. And be it enacted, That at the expiration of twenty-five years after the passage of this act, it shall be, and hereby is, made the duty of the said township committees, and of the said town and city councils, and they are hereby authorized, unless the payment of said bonds is otherwise provided for, to cause to be assessed and levied and collected as aforesaid the sum due on the said bonds so issued in pursuance of this act, together with the interest on said principal sum, or so much thereof as may remain unpaid by reason of any deficiency after the sale of said railway bonds and the receipt of the interest thereon; and the amounts so to be raised under the authority of the said township committees and of the said town and city councils for the payment of the said principal or interest shall be determined by the report of the said commissioners 97 respectively to the said township committees or said town or city councils, as hereinbefore authorized by this act.

7. And be it enacted, That the said commissioners shall also provide within five years from the time of issuing said bonds authorized by this act, for the annual payment of at least five per centum of the same, so as to ensure the final liquidation of said bonds within twenty-five years after their date, and for that purpose they shall receive and apply annually the surplus interest on the bonds held by said townships, towns, or cities over the amount necessary to pay the semi-annual interest on bonds issued under authority of this act, and if the amount of such surplus in-

terest is not sufficient for the annual payment of said five per centum, and the said commissioners shall not have received sufficient from the sale of the said railway bonds, as hereinbefore provided, to pay the same, then the deficiency shall be reported by the said commissioners to the township committees, or town or city councils, to be levied and raised annually in the manner provided herein for paying the interest on the bonds authorized to be issued by this act.

8. And be it enacted, That before the said commissioners, or either of them, shall enter upon the discharge of their duties under this act they shall jointly and severally, with two or more sureties, execute to their respective townships, towns, or cities, by their respective corporate names, a bond or bonds in the penal sum equal to the amount to be issued by said townships, towns, or cities, under and by virtue of this act, conditioned for the faithful discharge of their duties as commissioners under this act and for the just and honest application by them of all moneys or bonds issued by them or coming into their hands according to the true intent and meaning of this act. The sufficiency of such sureties shall be determined by the judge of the circuit court of the county wherein such township, town, or city is situated, to be endorsed on said bonds. The said bonds shall immediately thereafter be deposited with the clerk of such township, town, or city, to be safely kept under the control and direction of the township committee, town, or city council, to be collected by them or their successors in office for the use and benefit of said township, town, or city, in case the said commissioners, or either of them, are guilty of such a breach of trust or malfeasance in office as to render said bonds collectable.

9. And be it enacted, That in case a vacancy shall happen by reason of death, removal from said township, town, or city, resignation, refusal to serve, or otherwise, of either of said commissioners, the vacancy shall be filled by the remaining commissioners of the township, town, or city in which such vacancy so exists, by appointment in writing, to be deposited with the clerk of said township, town, or city. Each and every person so appointed shall, before he enters upon the discharge of his duties, execute and deliver to the said township, town, or city, in like manner, a bond in like amount, with like conditions and securities, as hereinbefore provided, and all provisions of this act shall apply to the successors of the commissioners provided for in this act, whose powers and duties and liabilities shall be the same as those of the commissioners first appointed under this act.

10. And be it enacted, That each of the said commissioners shall receive the sum of three dollars per day for each day actually engaged in the discharge of his duties under this act, and his necessary disbursements, to be audited and paid by the township committee, town or city council, the same as any other township, town, or city expenses.

11. And be it enacted, That on the expiration of the term of office of either of the commissioners provided for in this act, or of their successors, his place shall be filled in the manner provided in the first section of this act, and the commissioners so appointed, as well as those to be appointed under the ninth section of this act, shall be residents and freeholders of the township, town, or city for which they are to act as such commissioners.

12. And be it enacted, That all bonds issued in accordance with the

provisions of this act shall be registered in the office of the county in which the township, town, or city so issuing is situated, and the words "Registered in the county clerk's office" shall be printed or written across the face of each bond, attested by the signature of the county clerk when so registered, and no bonds shall be valid unless so registered.

13. And be it enacted, That the commissioners in each of said townships, towns, or cities shall constitute a board to act for their said townships, towns, or cities respectively, and a majority of said commissioners in each of said boards shall constitute a quorum to do any business authorized by this act.

14. And be it enacted, That in case any new township, town, or city shall have been created, or the boundaries of any township, town, or city shall have been enlarged on the routes of said railway, or at the termini thereof, so that there is no assessment roll for the year eighteen hundred and sixty-seven for such township, town, or city, so created or enlarged, the said commissioners for such new or enlarged township, town, or city shall cause to be prepared an assessment roll for the purposes of this
101 act, by extracting from any assessment roll or rolls for said year all that relates to any assessment of persons or property in the territory embraced in the said new township, town, or city so created, or in said enlargement.

15. And be it enacted, That this act shall be a public act, and shall take effect immediately.

The plaintiff's counsel also offered and read in evidence another act of the legislature of New Jersey, entitled "A supplement to the act entitled 'An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company,'" approved March 27, 1874, as the same is published in the pamphlet session laws of the State of New Jersey for the year 1874, on page 739, which act is as follows, to wit:

1. Be it enacted by the senate and general assembly of the State of New Jersey, That hereafter the township committees for the time being of the township of Montclair, in the county of Essex; the township of Kearney, in the county of Hudson, and the township of Pompton, in the county of Passaic, respectively, shall be the commissioners provided for in the first section of the act to which this is a supplement, and shall discharge all the duties and be subject to all the liabilities of such commissioners under said act.

102 2. And be it enacted, That so much of said act as is inconsistent herewith is hereby repealed, and this act shall take effect immediately.

And thereupon said plaintiff's counsel, in further support of the issue on the part of said plaintiff, called and had duly sworn as a witness GEORGE W. POOL, who testified as follows:

Q. (By Mr. RANSOM.) Mr. Pool, are you the town clerk of the township of Montclair?

A. I am, sir.

Q. Will you look at that paper and see if it comes from the files of your office. (Handing paper to witness.)

A. Yes, sir.

(The defendants' counsel waived a cross-examination.)

And thereupon the plaintiff's counsel also called and had duly sworn JAMES W. YOUNG, who testified as follows:

Q. (By Mr. RANSOM.) Mr. Young, do you know George S. Dwight?
A. I do, sir.
Q. Did you know Mr. Dwight in the year 1870?
A. I did, sir.
Q. Did you know him in January of that year?
A. I did.
Q. Were you a clerk in his office?
A. I was.
Q. You are acquainted with his handwriting?
103 A. I am
Q. Have you ever seen him write?
A. Yes, sir; I have.
Q. Look at the signature of the subscribing witness to this paper, and see if that is Mr. Dwight's signature. (Paper handed to witness.)
A. Yes, sir.

(Defendants' counsel objected to the proof of the handwriting by this witness.)

Q. Where is Mr. Dwight?
A. Mr. Dwight is in Europe.

Cross-examination by Mr. MCCARTER:

Q. How do you know that Mr. Dwight is in Europe?
A. Because I saw him leave.
Q. When?
A. On the twenty-fourth day of October.
Q. How do you mean you saw him leave?
A. I saw him leave the wharf.
Q. Well, what do you mean by that?
A. Well, on board of the steamer Herder.
Q. On the 24th of October last?
A. Yes, sir.
Q. Were you in his employ at the time?
A. No, sir.
Q. You saw him on the steamer?
A. I saw him on the steamer.
Q. That is all you know about it?
A. That is all.

104 Whereupon the plaintiff's counsel offered to read the said bond in evidence to the jury.

Thereupon the defendants' counsel objected to the admission of said paper in evidence, on the ground that there is not sufficient proof of the absence of the attesting witness to said bond to dispense with his production, and on the further ground that the paper purported to be a bond executed by certain persons as commissioners for the township of Montclair, and that it did not appear that the persons who are alleged to have executed the said bond had ever been appointed such commissioners.

The court overruled the said objection and admitted the said bond to be read in evidence.

To which ruling of the court the defendants' counsel prayed an excep-

tion, and that the said exception might be sealed, and it was sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

And thereupon the said bond was read in evidence, and is as follows; that is to say:

105 Know all men by these presents, that we, Robert M. Hening, Jared E. Harrison, and Hiram B. Littell, of the township of Montclair, in the county of Essex and State of New Jersey, as principals, and Julius H. Pratt, Albert Pearce, Samuel Holmes, Daniel V. Harrison, William B. Holmes, Amos Brodnax, and James L. Andrus, all of the township of Montclair, in the county of Essex and State of New Jersey, and Theron S. Doremus, of the city of Jersey City, in the county of Hudson and State aforesaid, as sureties, are held and firmly bound unto The Inhabitants of the Township of Montclair, in the County of Essex, in the sum of two hundred thousand dollars, lawful money of the United States of America, to be paid to the said The Inhabitants of the Township of Montclair, in the County of Essex, or to their certain attorneys, successors, or assigns for which payment, well and truly to be made, we bind ourselves and each of us, jointly and severally, and our and each and every of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals and dated the day of October, in the year of our Lord one thousand eight hundred and sixty-nine.

Whereas the above bounden, Robert M. Hening, Jared E. Har-
106 rison, and Hiram B. Littell, have been duly appointed commissioners of the township of Montclair, in the county of Essex, to carry into effect the purposes and provisions of an act of the legislature of the State of New Jersey, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9th, 1868, and are about to enter upon the discharge of their duties under the said act.

Now, therefore, the condition of this obligation is such that if the above Robert M. Hening, Jared E. Harrison, and Hiram B. Littell shall faithfully discharge their duties as commissioners under the said act, and shall justly and honestly apply all monies or bonds issued by them or coming into their hands according to the true intent and meaning of the said act, then the above obligation shall be void; otherwise to remain in full force and virtue.

R. M. HENING.	[L. S.]
HIRAM B. LITTELL.	[L. S.]
JARED E. HARRISON.	[L. S.]
JULIUS H. PRATT.	[L. S.]
ALBERT PEARCE.	[L. S.]
SAM'L HOLMES.	[L. S.]
DANIEL V. HARRISON.	[L. S.]
THERON S. DOREMUS.	[L. S.]
WM. B. HOLMES.	[L. S.]
AMOS BRODNAX.	[L. S.]
JAMES L. ANDRUS.	[L. S.]

Sealed and delivered in the presence of—
GEO. S. DWIGHT.

[$1.00 U. S. int. rev. stamp, cancelled M. R. Co., Feb'y 15, '70.]

107 Endorsement.

I do hereby determine and certify that the sureties within named are sufficient.

Dated Jan'y 25, 1870.

DAVID A. DEPUE,
Judge of the Circuit Court of Essex.

Affidavits annexed.

STATE OF NEW YORK,
New York County, ss:

Theron S. Doremus, one of the sureties who executed the foregoing bond, being duly sworn, on his oath says, that he resides in the township of Jersey City, in the county of Hudson, and is worth over twenty thousand dollars over and above all his debts and liabilities.

T. S. DOREMUS.

Sworn and subscribed this twelfth day of January, A. D. 1870, before me, as witness my hand and seal.

[L. S.] CHARLES NETTLETON,
Commissioner for New Jersey at New York.

STATE OF NEW JERSEY,
Essex County, ss:

Albert Pearce, one of the sureties *of* who executed the foregoing bond, being duly sworn, on his oath saith, that he resides in the township of Montclair, in said county, and is worth over twenty thousand dollars
108 over and above all his debts and liabilities.

ALBERT PEARCE.

Sworn and subscribed this fourteenth day of January, A. D. 1870, before me.

Z. S. CRANE,
Master in Chancery.

STATE OF NEW JERSEY,
Essex County, ss:

William B. Holmes, one of the sureties who executed the foregoing bond, being duly sworn, on his oath saith, that he resides in the township of Montclair, in said county, and is worth over twenty-five thousand dollars over and above his debts and liabilities.

WM. B. HOLMES.

Sworn and subscribed this thirtieth day of December, A. D. 189, before me.

Z. S. CRANE,
Master in Chancery.

STATE OF NEW JERSEY,
Essex County, ss:

Julius H. Pratt, one of the sureties who executed the foregoing bonds

being duly sworn, on his oath saith, that he resides in the township of Montclair, in the said county, and is worth over fifty thousand dollars over and above all his debts and liabilities.

JULIUS H. PRATT.

Sworn and subscribed this thir'th day of December, A. D. 1869, before me.

Z. S. CRANE,
Master in Chancery.

109 STATE OF NEW JERSEY,
Essex County, ss:

D. V. Harrison, one of the sureties who executed the foregoing bonds, on his oath saith, that he resides in the township of Montclair, in said county, and is worth over twenty-five thousand dollars over and above all his debts and liabilities.

DANIEL V. HARRISON.

Sworn and subscribed this first day of January, A. D. 1870, before me.

Z. S. CRANE,
Master in Chancery.

STATE OF NEW JERSEY,
Essex County, ss:

James L. Andrus, one of the sureties who executed the foregoing bonds, being duly sworn, on his oath saith, that he resides in the township of Montclair, in said county, and is worth over twenty-five thousand dollars over and above all his debts and liabilities.

JAMES L. ANDRUS.

Sworn and subscribed this third day of January, A. D. 1870, before me.

Z. S. CRANE,
Master in Chancery.

STATE OF NEW JERSEY,
Essex County, ss:

Amos Brodnax, one of the sureties who executed the foregoing
110 bonds, being duly sworn, on his oath saith, that he resides in the township of Montclair, in said county, and is worth over twenty thousand dollars over and above all his debts and liabilities.

AMOS BRODNAX.

Sworn and subscribed this fifth day of January, A. D. 1870, before me.

Z. S. CRANE,
Master in Chancery.

STATE OF NEW JERSEY,
Essex County, ss:

Samuel Holmes, one of the sureties who executed the foregoing bonds, being duly sworn, on his oath saith, that he resides in the township of Montclair, in said county, and is worth over fifty thousand dollars over and above all his debts and liabilities.

SAM'L HOLMES.

Sworn and subscribed this eighth day of January, A. D. 18 , before me.

Z. S. CRANE,
Master in Chancery.

Endorsement.

Robert M. Hening, Jared E. Harrison, Hiram B. Littell, & others, to the Inhabitants of the Township of Montclair, in the County of Essex, bond.

Dana vs. Montclair. Pl'ff's Exhibit No. 14. S. D. O. clerk. Dec. 2, 1878.

111 The plaintiff's counsel then called and had duly sworn CORTLANDT PARKER, Esq., who testified as follows:

By Mr. RANSOM:

Q. Mr. Parker, you are an attorney and counsellor at law?

A. Yes.

Q. And your office is in Newark?

A. Yes.

Q. In the year 1870 you remember the bonding of the township of Montclair?

A. I have an indistinct remembrance that that matter was done, and that it was carried through to some extent in our office, the office of Parker & Keasbey, and under my especial charge.

Q. Did you act as counsel and attorney for the township of Montclair, or for any person or persons or corporation, as you remember, for the purpose of carrying through the execution of the bond of that township in aid of the Montclair Railway Company?

A. I acted at the request of parties interested in the Montclair Railway. Whether I was likewise called upon by persons interested in behalf of the township of Montclair I am not very clear, though my impression is that I was. I was not retained as counsel for the township of Montclair, but I think both sides relied upon me to get that matter right.

Q. Did you, as attorney for the railway company, or for the town of
112 Montclair, or whoever employed you, according to your recollection, present any application in regard to the bonding of that town to Judge Depue; if so, what application did you thus present?

A. I have no recollection that I presented the application. I am as positive as I can be, without such recollection, that such application was made.

Q. You are not able to state whether you made it or not?

A. I am not able. If I should give an impression, it is that I did not; that it was made by Mr. Keasbey.

Q. Were any papers prepared under your personal direction and supervision upon which the application to Judge Depue was based?

A. If I would be presented with the paper I could see at once, and my memory would be refreshed. I am satisfied that I drew myself certain papers connected with that matter, and took great pains to get them through, but whether they were papers antecedent to the application to Judge Depue perplexes me.

Q. You do not remember that you prepared any papers upon which the application was made to him?

A. I do not remember. If counsel would give me, as short as possible, the steps of the procedure itself possibly I might recall this matter.

Q. I hand you the first section of the bonding act, on the right hand page, Mr. Parker, at the bottom of the page.

113 WITNESS. I cannot say that I prepared the first paper required by this act—"The application in writing of twelve or more freeholders"—nor that I presented it to the judge, though, as I have said, I am quite certain that both of those things were done, and feel sure that I supervised it. I have a strong impression that the consent of other freeholders, that is, "persons owning or representing as agent or president at least two-thirds of the real estate and landed property of such township, town, or city borne on the last assessment roll thereof, at the valuation therein appearing, shall have been obtained," &c. I have a strong impression that the consent was more directly under my own hand. If I had been told what I was wanted for in this thing, it is quite possible I could have answered with more accuracy, for I remember that the getting of this thing right was imposed very considerably on me, and appears on my memorandum of charges.

Q. In aid of your recollection in that regard, a subpœna, describing some papers which it was thought possible you might have in your possession, was served upon you, was it not?

A. Yes; but I have no such papers.

Q. Those were the papers I expected you might tell us something about.

A. That was not told me. I was asked to bring a paper.

114 Q. Have you searched for the papers mentioned in the subpœna, described as the petition and order for the appointment of commissioners on the petition of twelve freeholders?

A. I have not searched for them, because I know I have not got them.

Q. As a fact, then, within your recollection, are you able to say whether Judge Depue acted upon any application which was presented to him by your office?

(Objected to by Mr. McCarter.)

A. As the question is put I must answer it in the negative. It is not a fact in my recollection; it is a fact in my conviction.

Q. Was that paper prepared in your office? (Handing witness bond already in evidence.)

A. That paper is in the handwriting of a clerk in my office. I never did it.

(Paper referred to marked Plaintiff's Exhibit A.)

Q. Was this paper presented to Judge Depue?

A. It seems so by the signature at the top.

Q. This endorsement on the back of it is in his handwriting?

A. The whole of it is. The signature is undoubtedly his.

Mr. RANSOM. I ask right here to have the endorsement on this bond marked by the court as an exhibit for the plaintiff.

(The endorsement is accordingly marked Plaintiff's Exhibit, B.)

Cross-examination by Mr. MCCARTER:

115 Q. Who, if anybody, employed you in this business on the part of the township of Montclair?

A. I cannot recall.

Q. Can you state that anybody representing the official authorities of the township employed you concerning it?

A. Giving the dictionary meaning of the word "employ," no.

Q. Who paid you for your services in the business of which you have spoken?

A. I suppose I was paid by the Montclair Railway Company. I do not think I was paid.

Plaintiff's counsel next called and had sworn ANTHONY Q. KEASBEY, Esq., who testified as follows:

By Mr. RANSOM:

Q. You are a lawyer, Mr. Keasbey?

A. Yes, sir.

Q. The partner of Mr. Parker, the last witness?

A. I was until within a year.

Q. You were a partner of his until, or rather in, the year 1870?

A. Yes, sir.

Q. (Handing witness paper.) Do you remember if this paper, Exhibit A, on the part of the plaintiffs, was prepared in the office of Parker & Keasbey?

A. I do, sir.

Q. Did you, personally, have anything to do with regard to the preparation of any of the papers having reference to the bonding of the township of Montclair?

116 A. Do you want to know what I had personally to do with the preparation of this paper?

Q. Yes.

A. I cannot state positively whether I had personally to do with the preparation.

Q. Well, give me your best recollection on that subject.

A. Whether I had personally to do with the preparation of the papers?

Q. Yes, sir.

A. The actual writing?

Q. If you had anything to do with it, would be either the preparation of it or the consideration of its preparation.

A. I had much to do with the preparation of papers, but whether with the actual preparation of them or not I cannot say.

Q. You were subpœnaed to produce the petition of twelve freeholders of the township of Montclair for the appointment of three commissioners under the act of the legislature of the State of New Jersey, and also an order of the circuit court of Essex County appointing Robert M. Hening, Jared E. Harrison, and Hiram B. Littell to be said commissioners; and also certain other papers—consents. Calling your attention to the petition and order, I ask you now to state whether or not you have such papers in your possession.

A. I have not.

117 Q. Have you ever seen such papers?

A. I have.

Q. When and where did you see them, Mr. Keasbey?

A. They were in my possession at the time when they were presented to

Judge Depue, and were received by me, I think, already prepared (I am speaking now of the petition), from Mr. Spaulding.

Q. Who presented those papers to Judge Depue?

A. I think I did. I feel quite sure of it. I know I had this bond and presented that to him. I find two words on it written in pencil in my handwriting, which was undoubtedly written at the time.

Q. At the time you presented the petition and order to Judge Depue, what did he do with them; what disposition did Judge Depue make of the papers?

A. He made no judicial disposition——

Mr. McCarter. I object to the "judicial disposition."

Q. What did Judge Depue do with the papers?

A. As nearly as I can remember, at this distance of time, he took the papers for consideration and retained them for some examination into the sureties proposed on the bond. I know that the appointment of the commissioners was a matter of considerable consideration and anxiety on his part.

Q. Well, finally, what did he do with the papers?

A. He approved this bond and appointed the commissioners.

118 (Objected to by defendants' counsel, as not responsible and as illegal.)

Witness. "To do with the papers?" If you ask me what he physically did with the identical papers—is that what you mean?

Q. I will put the question to you in this way: Did he return those papers to you?

A. I think he did.

Q. He returned the papers to you?

A. Yes, sir.

Q. Was the order signed or unsigned when he returned the papers—the order—to you?

A. If I am right in saying that he returned it to me, which I believe was the case, it was signed.

Q. By him?

A. By him.

Q. And that was the order which was mentioned in the bonding act?

Mr. McCarter. The contents of the order must be proved in some other way.

Mr. Ransom. It is descriptive simply of the paper—to identify it. I don't know that it goes to prove the contents of the paper.

The direct examination of Mr. Keasbey is temporarily suspended.

Plaintiff's counsel next called and had sworn Hon. David A. Depue, who testified as follows:

119 By Mr. Ransom:

Q. Were you the judge of the Essex County circuit court in the year 1870?

A. I was, sir.

Q. (Paper handed witness.) Do you recollect an application having been made to you for the appointment of commissioners for the township of

Montclair, under the act of April 9, 1868, for issuing bonds in aid of the Montclair Railway Company?

A. I don't remember the fact of an application being made, or the facts connected with an application. I remember distinctly the fact of making an appointment of commissioners under the same act in relation to the Montclair Railway Company, and that Robert M. Hening was one of the commissioners.

Q. Perhaps your recollection would be aided by reading the first section of this act of 1868, to which I call your attention. It says, "That on the application, of twelve or more freeholders, the residents of any township, town, or city." (At this point the counsel handed act to the witness to read.) Now, after you have read that, and looking at this bond given by Robert M. Hening, Hiram B. Littell, and Jared E. Harrison, as commissioners, looking at that bond and reading the section of the act which I handed to you, I will again ask, was the approval of that bond preceded by the presentation of the petition?

120 A. (Witness looking at paper.) The approval is in my handwriting. I have no distinct recollection at this time with regard to the presentation of any paper. I have this recollection in relation to the case, that an application was made to me for the appointment of commissioners for this township, and also commissioners for the township of Woodside, and in connection with one or the other of those applications—I cannot distinguish which, my impression is the Bellville application—a correspondence occurred between Mr. Keasbey and myself with regard to the appointment, and, to some extent, with regard to the policy, if not legality, of the act. But I have no distinct recollection with regard to the papers. I remember the appointment in this case, because it was the occasion of my acquaintance with Robert M. Hening, whom after this occurrence I knew quite well and quite pleasantly.

Q. Then you are clear that in some way you appointed Mr. Robert M. Hening, Jared E. Harrison, and Hiram B. Littell?

A. I have no recollection of the names of the other commissioners but Mr. Hening. I have a distinct recollection of making the appointment of that gentleman.

Q. Judge, would you have approved of that bond unless you had
121 received all the preceding papers and filled all the prerequisites required by the act?

(Objected to by defendants' counsel.)

Mr. RANSOM. I want to know whether in exercising this power in making this appointment, you had seen that all the requirements requisite to the act had been complied with. I simply want to know whether in making this approval you would have done so unless the prerequisites had been complied with?

To which question the defendants' counsel objected as illegal and incompetent, and thereupon the court overruled the said objection and admitted the question, to which ruling of the court the defendants' counsel prayed an exception, and that the said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

A. I have no recollection, as I said before, at this time, of the examination of these papers. All I can speak of is my uniform habit in regard to

applications of this character. If I am to speak of that, my habit is uniform to make such examination of applications of this kind as at
122 the time and for the time being satisfies me that the law has been complied with.

Q. Then you are clear that you would not have approved of this bond unless in your opinion it complied with the statute?

A. That is all that I say.

Q. Do you remember the fact of the application that Mr. Keasbey made—that Mr. Keasbey made an application to you?

A. I remember the fact, but I am quite clear that that application related to the township of Woodside, and I remember that fact from the circumstances of a correspondence between Mr. Keasbey and myself, in the course of which I made some little objection to the appointment of one of the gentlemen named as a commissioner. Not from any prejudice, but from something that had transpired in a case that had been tried before me a short time before, but with regard to this I have no other recollection than what I have stated.

Q. I am asking you in regard to the Woodside case. By agreement among the counsel, in order to save you being called again, the evidence in that cause shall be evidence in this. You then distinctly recollect the application for an appointment of commissioners for Woodside?

123 A. I have a very distinct recollection in that, for the reason that it was the winter I was sick, and I was at Belvidere when the first communication was made to me by Mr. Keasbey in relation to that appointment. He named among the commissioners, or mentioned among the commissioners, I think, a Mr. Briggs. A case had been tried in the Essex circuit court, a short time before, in the course of which something had been disclosed in regard to the business or firm of which Mr. Briggs was a member, and while there was no reason why I should not name him, I re-
124 member writing Mr. Keasbey and stating that fact, and suggesting the probability that some one else would be more satisfactory. I have that recollection in relation to that particular case.

Q. Robert M. Hening was not a commissioner in that case?

A. Robert M. Hening was not a commissioner in that case.

Q. You don't remember that Mr. Keasbey presented the application in which Mr. Robert M. Hening was a commissioner?

A. I don't recall Mr. Keasbey's connection with that application. I do recall his connection with the other application distinctly.

Q. When you appointed Mr. Hening, did you appoint other commissioners with him?

Mr. McCarter. The witness has said that he could not recollect. It is hardly fair to give his reasoning on the subject.

Witness. I can only answer with regard to what my habit and custom with respect to appointments at that time *at this time* was.

125 Q. Now, judge, what did you do with the papers then?

A. I have no recollection definitely on that subject. I can only speak on that subject from what my habit uniformly is, and with regard to papers of the class to which these papers belong.

Q. Handing them back to the counsel who presented them?

A. My habit is to return them to the counsel.

Q. Have you been able to find this petition and order among your papers?

A. I have never seen it to my recollection.

Q. You were subpœnaed to produce it, were you not?

A. I have made search.

Q. Among all your papers?

A. Of course not among all my papers, because that would be almost impossible. I have looked everywhere it would be likely to be.

Q. And you have been unable to find it?

A. I have been unable to find it.

Q. You have been unable to find the petition or any of the papers?

A. Any of the papers.

Q. The same with regard to the town of Woodside?

126 A. Certainly.

Q. Is that writing, the allocatur, in your handwriting on that bond?

A. This allocatur is in my handwriting, and I have a recollection in regard to this bond, making inquiry as to the circumstances of Delos E. Culver.

Cross-examination by Mr. McCarter:

Q. Had you ever made the appointment of commissioners to issue bonds in aid of railroads for any other railroad than the Montclair Railway?

A. I think not.

Q. Then the first application made for that railroad was the beginning of your practice?

A. Yes.

Q. Now, can you tell which application was made first?

A. I cannot.

Q. Did you examine the bond yourself before you gave your approval to it?

A. I have no recollection, Mr. McCarter, of having done so. I can only speak of my habit, and of my belief that I satisfied myself at the time with regard to the bond.

127 Q. Can you give any idea of the date of the appointment of Robert M. Hening with reference to the date of your approval of the bond?

A. I have no recollection of the subject at all.

Q. I observe, judge, that this bond is dated in October, 1869, and your approval is dated January 25th, 1870. How do you account for that lapse between the dates?

A. I have no recollection. I have no facts within my recollection.

Q. Can you tell by looking at the bond, judge, the date of it, and the other particulars, and the particulars of your allocatur, whether the approval of the bond and the appointment of the commissioners were contemporaneous?

A. From looking at the bond, the date of the bond——

Q. (Counsel interrupting.) The date of the allocatur?

A. I cannot answer your question, Mr. McCarter, for really I have no recollection on this subject, except that I have mentioned the fact of making an appointment and appointing Robert M. Hening. The allocatur on the bond is only in my recollection by seeing my handwriting.

128 Q. Do you remember the presentation of any petition to you for the appointment of the commissioners of Woodside?

A. I have no recollection of that fact.

Q. Do I understand you to say that you remember the appointment of the commissioners but not the presentation of the petition?

A. I have stated all that I recollect about the matter. The correspondence between Mr. Keasbey and myself with regard to the main commission, and the fact that he was appointed, and also with regard to this bond, and making inquiry with respect to the ability of the sureties.

Q. You stated that you had made some search for these papers; for what papers?

A. I searched among my own private papers, and in the place where the only official papers that I have preserved are kept, and those are papers that relate to the Driggs Drainage Company. I searched in the drawers in which papers of that kind were kept.

Q. You didn't search generally among your papers?

A. I searched no further than that.

Q. You had some connection with the Driggs Drainage Company. What number of papers did you preserve in regard to that?

A. My recollection is only the correspondence between the com-
129 missioners and myself with regard to the estimates on which they reached the price to be paid. Then I was required not only to make the appointment, but I was required to approve the contract and the question as to the form of the contract, and as to the amount proposed to be awarded by the commissioners were both made the subject matter of a decision before me in court, and I got from Judge Robinson the papers that were submitted at the time, showing the manner in which it was proposed to carry out the work, and how the price was agreed upon. I preserved those papers for the reason that they were directed to me and came into my hands.

Q. That was one package of papers—one bundle?

A. Yes.

Q. Now, had you not a large collection of other papers which you have preserved, which have accumulated in the discharge of your duties as judge?

A. None, I believe, Mr. McCarter, except those that are more interesting than valuable. None *that* what might be destroyed any day
130 without injuring the rights of any one.

Q. You have such papers, have you not?

A. Yes; briefs, &c.

Q. Did you examine among those papers?

A. I did not.

Q. Were you requested to make any search or examination?

A. I think I was.

Q. By whom?

A. I think by Mr. Gummere.

Q. When?

A. Well, I have no recollection now, I think in the course of last summer, or it was some one who served these subpœnas on me when I was subpœnaed here before. I think it was Mr. Gummere himself.

Q. What papers did you search for, judge?

A. I searched to see if I could find anything in relation to this application, and for the purpose of testifying that I had made such search as I have made.

ANTHONY Q. KEASBEY recalled.

Continuation of the direct examination by Mr. RANSOM:

131 Q. There is one question in regard to the bond that I desire to ask you. Now explain, if you please, how it was that the bond being dated in October was not approved by the judge until January of the following year?

A. The appointment of the commissioners on the petition was the first thing, and they were forbidden to exercise the powers until their appointment was made.

Mr. MCCARTER. If you will state what the facts are it will be sufficient, not what the law is.

WITNESS. The time intermediate was occupied by procuring consents of the person requiring to sign, as far as I can remember. I know that I had much communication with Mr. Hening, especially in the mean time, in regard to the consents, and whether they were sufficient.

Q. By "consent" you mean the consent of the tax-payers of the town?

A. I remember frequent interviews with Mr. Hening, especially as to the consents, the roll of assessments for the year, and much business
132 of that kind in relation to the transaction, and I see by the bond that it was drawn in my office, and by a clerk who was directly under my charge, and I observe that after it was signed, I made a pencil memorandum of the residence of Mr. Doremus, one of the sureties, of Jersey City, so that I am satisfied I presented this bond about the time it was approved, and that it was drawn about the time stated in the beginning of the paper.

Q. And you have explained what was done between the times?

A. So far as I remember.

Q. And you have heard Judge Depue testify in regard to the application made to him in this case?

A. I did.

Q. From his testimony and your own recollection on that subject is your recollection refreshed as to the fact whether you presented to him the petition and order for the appointment of the commissioners for Montclair?

133 A. I still feel satisfied that I think the business was entrusted to our office. I do remember presenting the petition to Judge Depue. It was, I think, the first of these cases, and it was done with very great care both in preparing and in submitting them.

Q. You have already testified, I believe, that according to your recollection Judge Depue handed over these papers to you?

A. That is my recollection.

Q. Now I ask you, Mr. Keasbey, to state the contents of the petition presented by you to Judge Depue and the order made by him thereon.

(Objected to by Mr. McCarter. Objection overruled.)

A. I remember that the paper was either brought to me, or a corresponding paper brought to me, by Mr. Spalding and submitted for examination as to its correctness. I think I did not prepare the paper itself. I cannot state its contents from recollection of this specific paper, but
134 can only say that I am satisfied that it——

Mr. MCCARTER. I object.

Q. You read the paper, Mr. Keasbey?

A. I read it and examined it professionally.

Q. What was the paper for, the petition?

A. It was the petition under the law of 1868 for the appointment of commissioners for bonding the township in aid of the Montclair Railway Company.

Q. Was it signed?

A. By the twelve freeholders; by the twelve persons who were represented to me to be such.

Q. Was anything said in the paper about their being freeholders?

Mr. McCarter. This is not fair to lead the witness in this way. Mr. Keasbey says he is not certain whether he ever saw the paper at all; he said a paper was brought to him by Mr. Spaulding, and he only thinks that this is the paper.

Witness. I meant that Mr. Spaulding either brought to us the identical petition for Montclair for examination and submission to the judge,
135 or he brought me a petition in a similar case to be used as a form for preparing the petition to be used in the Montclair case, it being then a rather novel proceeding, but having been practised in other places.

Mr. McCarter. Now, my objection is, we do not know whether we get the contents of this paper, or whether we get the contents of another paper brought by another person.

Mr. Ransom. I ask him now the direct question whether anything was said in this paper upon the subject of the signers being freeholders, and I suppose he has the right to answer from his recollection, because he swears that he presented the paper and examined it as counsel.

The Court. Change the form of your question, and ask him whether he remembers the contents.

Q. Mr. Keasbey, do you remember any of the contents of this paper?

A. Yes, sir.

Q. Other than you have already stated?

136 A. I remember being employed to present a petition to Judge Depue under the act of 1868; I remember that I did. I know that it contained those provisions which are requisite by the act of 1868. That it was presented to Judge Depue and that he acted upon it and made the order desired either at the time or at a subsequent time. Upon consideration, I think the latter is the fact, because I think there was some question as to the provisions.

Q. Please state the contents of the order that was granted by Judge Depue on that petition.

A. I can only state that it was the order provided by the statute for the appointment of commissioners; its form and words I cannot give.

Q. Were any persons named in the order as commissioners for the township of Montclair?

A. There were.

Q. What were their names?

A. Robert M. Hening, Jared E. Harrison, and Hiram B. Littell.

And being cross-examined, the witness says:

137 Q. Do you know in whose handwriting the paper was which you presented to Judge Depue in respect to Montclair Township?

A. I cannot tell.

Q. Do you know whether it was in your handwriting or not?

A. I cannot tell.

Q. Do you know whether it was prepared in your office or not—that paper that you presented to Judge Depue in respect to Montclair Township?

A. May I ask you if you mean written in my office?

Q. Yes.

A. I cannot be sure that it was written in my office.

Q. Do you know whose names were signed to it?

A. I cannot tell.

Q. Have you any knowledge as to whether the persons whose names were signed to it were freeholders?

A. Not remembering now their names I cannot state that I had knowledge of the fact that they were freeholders.

Q. Do you give the names of the persons who were appointed from your memory of what was in the order?

138 A. I give them from my recollection of the fact that those three gentlemen were appointed upon that petition by Judge Depue at the time. I have a distinct recollection of the fact of their appointment.

Q. Would you have recollected the fact if you had not seen the bond which has been shown you?

A. If I had been asked who they were I think I would have been—I would have found it difficult to name the three commissioners. I could have certainly remembered Mr. Hening; the other two names are recalled by the bond which I prepared.

Q. You say you are satisfied you presented the paper to the judge. Did you present the bond at the same time you did the petition?

A. No, sir; I think not; long after.

Q. How long after?

A. I should think some months perhaps. I cannot tell more nearly than that. I know that they were appointed and named a long time before they began to act in the issuing of the bonds.

Q. Were they appointed before they began to act in obtaining the consent?

139 A. I cannot tell that; that is my impression, that the appointment was made, and that they then began to obtain the consents; but work of that kind may have been done before without my knowledge.

Q. How many applications did you present to Judge Depue for the bonding of townships for the Montclair Railroad?

A. I am not able to state. I think Montclair and Woodside.

Q. Did you present any to any other judge?

A. I cannot recall. I cannot say whether I did or not. I have no recollection of it at present.

Q. Which was presented first, the Montclair or the Woodside petition?

A. I cannot be certain, but I think the Montclair petition was presented first.

Q. Well, have you anything by which you fix this memory, or is it a mere impression?

A. Only the impression that one gets of distant facts and their relation to each other. My impression is that the matter concerning Mr. Hening preceded the matter concerning Mr. Briggs— and that I remember very well—that Judge Depue speaks of, but I am not sure——

140 Q. (Counsel interrupting.) You remember the correspondence you had with Judge Depue about the order in the Woodside case?

A. I did not remember it until he stated it.

Q. Does that bring it back to your memory?

A. It was the question made by him in regard to that particular appointment, but not the written correspondence.

Q. Does it not bring back to your memory the doubt which he suggested in regard to his duty to appoint at all under the law, as to the legality of the law?

A. Yes; I think it does.

Q. Now, Mr. Keasbey, was it not probable that that correspondence had reference to the first application presented to Judge Depue?

A. My impression is that the Montclair petition was made first; it is not a distinct recollection at all. As to the probability, I think the doubt as to the law grew up with the continued practice of it.

Q. You say you think the judge sent you back the papers?

A. I think so.

141 Q. What did you do with them?

A. I cannot tell positively.

Q. Well, have you any recollection?

A. I can state what I think. I think I gave them to Mr. Spaulding.

By the COURT. Has that reference both to the petition and the order, or only to the petition?

A. I think there was no provision for filing those papers anywhere; they were made by the judge and given to me; they were given, I think, by me to Mr. Spaulding.

Q. Now, who was the active man in bringing about the bonding of these towns for that road—acting for the railroad company, I mean?

A. Mr. Spaulding was one of the very active members.

Q. Wasn't he the most active of any?

A. I think he was.

Q. And your recollection is that after these papers were returned to you you handed them to him?

A. I say that is what I think I did. It might have been to Mr. Hening. I saw him frequently, but I think Mr. Spaulding was the active man in managing the details of the transaction.

142 Q. And was he connected in any way with the railroad company?

A. He was.

Q. Do you know how?

A. Do you mean in what official capacity?

Q. Yes; if any.

A. I cannot state it now what office he held, if any.

Q. Was the railroad then built or in course of construction?

A. In course of construction; not built, certainly.

And thereupon plaintiff's counsel also called and had duly sworn JULIUS H. PRATT, who testified as follows:

By Mr. RANSOM:

Q. Mr. Pratt, you reside in the town of Montclair?

A. Yes.

Q. Did you reside there at the time the town was bonded in aid of the Montclair Railway Company?

A. Yes, sir.

Q. And are you one of the gentlemen named in the charter?

A. Yes.

Q. Of the railroad company?

A. Yes, sir.

143 Q. You were president of that company, were you not?

A. Yes.

Q. You were supœnaed to produce a petition and order; a petition for the appointment of commissioners and the order of Judge Depue appointing commissioners for the purpose of bonding that town, were you not?

A. Yes.

Q. Have you such petition and order in your possession?

A. No, sir.

Q. Do you know where they are?

A. No, sir.

Q. Have you made an examination among the papers in your office for those documents?

A. Yes, sir.

Q. Are you able to find them?

A. No, sir.

Q. Do you know Henry C. Spaulding?

A. Yes.

Q. The person named by the last witness, Mr. Keasbey?

A. Yes, sir.

Q. Where is he now?

144 A. He is in Russia, I understand.

Q. How long has he been in Russia?

A. As much as a year.

Cross-examination by Mr. McCARTER:

Q. What connection had Mr. Spaulding with the railroad?

A. He was in the employ of the railroad company, and was also a director.

Q. In what capacity was he in their employ?

A. I do not know. Attending to various details in the construction and other outside business.

Q. Was he employed by the railroad company, or did he act for them in the matter of the bonding of the townships?

A. To some extent he did.

Q. Was not he the active man in taking the details of those operations?

A. Not in regard to Montclair; he had nothing to do with that.

Q. You say he had nothing to do with the bonding of Montclair Township?

A. With obtaining the consent, I have in my mind. I think he may have had something to do with the order or some matter before the court.

Q. Where did he reside?

A. He resided in Bloomfield.

145 Q. Has he a family?

A. Yes.

Q. Do they live in Bloomfield yet?
A. Yes.
Q. He himself, you say, is in Russia; when did he go?
A. I would not say positively; my impression is in the month of August of last year; but I cannot say positively.
Q. Was it not later than that, Mr. Pratt?
A. I should think not.
Q. Then he went away, you think, in August, 1877?
A. Yes, sir.
Q. When did you cease to be president of the road?
A. In the spring of 1873.
Q. Where was the office?
A. At number 25 Nassau street.
Q. In the city of New York?
A. Yes; that was one office.
Q. Was there another?
A. At Jersey City, at Taylor's hotel, he used to run an office.
Q. Where were the papers and documents belonging to the company when you ceased to be president?
A. They were at the office in Nassau street, as far as I recollect.
146 Q. When you left the office of president, did you take the papers with you or leave them in the office?
A. I left them in the office.
Q. Who succeeded you as president?
A. Mr. Culver.
Q. Where does Mr. Culver live?
A. Jersey City.
Q. How long was he president?
A. I am unable to say, sir. I think he was president until it went into the hands of a receiver. I had no connection with the company after that.
Q. How long was it after you left the company before it went into the hands of the receiver?
A. Well, in one sense I left the company in January, 1873; that is, I ceased to have anything to do with the management, though I remained in the office and was nominal president for the purpose of signing some papers.
Q. Until when?
A. Until the latter part of April.
Q. 1873?
A. Yes, sir.
Q. How long after that was it before the road went into the hands of a receiver;
147 A. Some two or three months.
Q. Who was the receiver?
A. Mr. Abram S. Hewitt. Oh, not the first receivers. I think there were three receivers: Mr. Miller, of Newark, and Mr. Loomis, and some one else, I do not recollect who.
Q. And did they continue to be receivers?
A. Until the road was sold.
Q. Elias N. Miller, of Newark?
A. Yes.

Q. And the other gentleman you named; don't you recollect the name?
A. Mr. Loomis.
Q. Mason Loomis?
A. Yes, sir.
Q. And who was the third one?
A. I cannot recall.
Q. And they continued receivers until the road was sold?
A. Yes.
Q. Did they sell it?
A. It was sold by an order of the court.

Redirect examination by Mr. RANSOM:

Q. Mason Loomis and the other gentleman you named were receivers when the road was sold under the order of the court?
A. Yes.

148 Q. Who succeeded Mr. Culver, if anybody, as president of the road?
A. I am unable to say, sir, having no connection with it at all—no official connection.
Q. What company succeeded to the franchise and property of this road—the name of the company?
A. The Montclair and Greenwood Lake.
Q. Who was the first president of that road?
A. I am unable to say, sir.
Q. Was it Mr. Vernam?
A. I think that was the name.
Q. Did that company have its office in Jersey City?
A. I think they did.

Mr. MCCARTER. The witness has already said he had no connection with the company, and does not know anything about it afterward.

The COURT. You have taken the witnesses answer, and you must have it.

By Mr. MCCARTER:

Q. What do you mean by Mr. Vernam's being president; how do you know he was president?
A. Common report.
Q. What was he president of?
A. The Montclair and Greenwood Railroad.

149 And thereupon plaintiff's counsel called and had duly sworn MASON LOOMIS, who testified as follows:

By Mr. RANSOM:

Q. Mr. Loomis, you were receiver of the Montclair Railway Company?
A. Yes, sir; at one time.
Q. And as such receiver, did you have the custody of the papers?
A. Yes, sir.
Q. Did you have custody, as such receiver, of the petition for the appointment of commissioners for the town of Montclair and the order for their appointment?
A. I never saw it.
Q. Have you examined the papers of the railway company?

A. Yes, sir.
Q. And was such petition or order ever among them?
A. Not that I know of.
Q. Well, you examined the papers for the purpose of finding them, did you not?
A. Not when I was receiver. I have examined all of them when they came into my possession.
Q. And you were unable to find these papers?
150 A. Yes.

Cross-examination by Mr. McCARTER:

Q. Mr. Loomis, when were you receiver of the Montclair Railway?
A. I was appointed in July, 1873, I think.
Q. By whom?
A. By Chancellor Runyon.
Q. Were you sole receiver?
A. No, sir.
Q. Who were the other receivers?
A. Elias N. Miller, of Newark, and Conrad N. Jordan.
Q. Where was the office of the company?
A. First, we kept an office in Jersey City for a short time, in the Commercial building; I think afterward at the office of Mr. Miller, who was the first of the receivers.
Q. In Newark?
A. Yes, sir.
Q. You say you never saw among the papers the petition and order for the appointment of the commissioners for the bonding of Montclair Township?
A. No, sir.
Q. Did you ever see them at all?
A. I never saw them.
151 Q. Well, when you became receiver, what papers came into the possession of the receivers?
A. All the books of the company, contracts, all the memorandums of agreements, and such things as that.
Q. And miscellaneous papers?
A. Yes, sir.
Q. Now, did you examine all of those papers?
A. I think I examined and went through the whole of them.
Q. When?
A. Well, at various times soon after I was appointed.
Q. After you were receiver?
A. Yes.
Q. How long did you continue to act as receiver?
A. I think we were discharged in 1876.
Q. What time?
A. No, I think in 1875 and in the fall; late in the year.
Q. Had you prior to that sold the road?
A. Yes.
Q. It had been sold?
A. Yes.
Q. By order of the court?

A. Yes.

152 Q. And after the road was sold and you were discharged what became of the papers you received as receiver?

A. I think they were turned over to our successors, the first-mortgage bondholders—Mr. Hewitt, he bought all of those books.

Q. And they were turned over to him?

A. Yes, sir.

Q. That is, before your discharge as receiver?

A. Yes.

Q. Now, since that did you ever make any search for these particular papers?

A. Yes, sir.

Q. Where?

A. In the office of the company, in Jersey City, a year ago last summer.

Q. A year ago last summer?

A. Yes, sir.

Q. How did you come to make that search?

A. I was requested to do so, I think, by Mr. Ransom; also by Mr. Vernam, the president of the company.

Q. Was that before or after the sale of the road?

A. Oh, after.

Q. After the road had been sold?

A. Yes, sir.

Q. Who then occupied the office in Jersey City?

153 A. The Montclair Railroad Company, Mr. Vernam being president—Remington Vernam.

Q. And what connection had you with the company?

A. Not any.

Q. Well, Mr. Vernam was president and had charge of these papers?

A. Yes, sir.

Q. Who asked you to search for them?

A. He asked me if I had ever turned over those papers to him, and I said he had all the papers that we had; that I turned over all the papers that we had.

Q. I ask you if it was done while Mr. Vernam was president?

A. Oh, yes; while he was president.

Q. Now, why didn't he search for them himself? He had charge of the papers.

A. Yes; I don't know whether he searched or not.

Q. Well, did you then go and search for the papers?

A. I searched there a half an hour one day among the papers of the company.

Q. You had no official connection with the company?

A. Not at all.

Q. At the time you made that search, who was the clerk or

154 secretary in charge of the papers?

A. Well, I don't know who had the charge of them except the superintendent.

Q. Who was the superintendent?

A. W. E. Dorwin. He was present.
Q. What makes you think he had charge of them—how?
A. Only as superintendent.
Q. While you were receiver did you have your attention called to the existence of this paper, or ever have any special reason for looking for it?
A. No, sir; only looking through them generally.
Q. You don't remember to have turned it over?
A. No, sir.
Q. But you never searched for it particularly?
A. No, sir.
Q. It was only after you ceased to be receiver that your attention was called to that paper?
A. Yes; to that paper being missing.
Q. And what was the name of the superintendent?
A. W. E. Dorwin.

And thereupon plaintiff's counsel had recalled GEORGE W. POOL, who testified as follows:

155 By Mr. RANSOM:

Q. Mr. Pool you were subpœnaed to produce the petition and order and bond for the appointment of commissioners for the township of Montclair; did you produce them?
A. All the papers I produced, sir; Mr. Blake has them.
Q. Then you did not produce any in court, but you produced some to Mr. Blake, the attorney for the defendant?
A. Yes, sir.
Q. And that paper that you produced to him was the bond?
A. Yes; all the papers I had in my possession.
Q. The consents?
A. All I had I gave to Mr. Blake.
Q. Be good enough to describe them.
A. I would recognize them if I saw them.
Q. Well, the petition and order, did you search for those?
A. Yes, sir.
Q. In that office?
A. Yes, sir; those are all the papers that I could find.
Q. They are not there?
A. No, sir; they are not there.

156 (Mr. Ransom offers a copy of the consents in evidence filed with the town clerk of the township of Montclair, which the witness produced under a subpœna. The paper is marked Plaintiff's Exhibit C.)

Cross-examination by Mr. MCCARTER:

Q. (Handing witness Plaintiff's Exhibit C.) This you found among the documents of the township when you became clerk—you became clerk in April last?
A. In March.
Q. And you found this among the documents of the town?
A. Yes, sir.

Redirect examination waived.

Whereupon said consents were read in evidence, and are as follows:

The undersigned, owners of real estate in the township of Montclair,

in the county of Essex and State of New Jersey, hereby consent that the said township shall issue its bonds to the amount of two hundred thousand dollars under the "Act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Com-
157 pany," and that the said bonds of the *of the* said township shall be exchanged for or their proceeds invested in the income bonds of the said Montclair Railway Company.

Dated August 20th, 1869.

JOHN H. HAYDEN, and many others.

Signed and acknowledged in the presence of the undersigned, one of the commissioners named for the purpose under said act.

R. M. HENING, *Com.*

Also seven other consents attached and similar to the above, except as to dates, which dates are as follows, viz: One dated August 30, 1869; one dated August 24, 1869; one dated September 18, 1869; one dated August 20, 1869; one dated September 18, 1869; one dated September 1, 1869, and one dated February 16, 1870.

158 On each of which was endorsed an affidavit, of which the following is a copy:

STATE OF NEW JERSEY,
County of Essex, Township of Montclair, ss:

I, Arzy E. Van Gieson, assessor of said township, do hereby depose and say that the owners or representatives of at least two-thirds of the taxable real and landed property of said township have signed the consent to issue bonds under and by authority of the "Act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company."

ARZY E. VAN GIESON.

Sworn before me this seventeenth day of March, 1870.

CHAS. B. MORRIS,
Justice of Peace.

159 And all being attached together, and annexed thereto was an affidavit of Robert M. Hening, as follows:

STATE OF NEW JERSEY,
Essex County, ss:

Robert M. Hening, one of the commissioners of the township of Montclair, in the county of Essex, duly appointed under the act entitled "An act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company," being duly sworn, saith that the several signatures of owners of real estate in the township of Montclair appended to the foregoing consent, and written on
160 the lines corresponding with the signatures of this deponent, being (213) two hundred and thirteen names in all, are the genuine signatures of the said several land owners, and that the said consent was signed and acknowledged by the said several owners in the presence of this deponent after having been made acquainted with the contents thereof by this deponent.

R. M. HENING.

Sworn & subscribed this seventh day of March, A. D. 1870, before me.

CHAS. B. MORRIS,
Justice of Peace.

Also annexed thereto a similar affidavit by Jared E. Harrison, as to thirty-three names, and Hiram B. Littell, as to fifteen names of alleged land holders in said township.

And thereupon plaintiff's counsel had called and duly sworn, WILLIAM O. MCDOWELL, who testified as follows:

By Mr. RANSOM:

161 Q. Have you been in the custody of the papers of the Montclair Railway Company?

A. Yes, sir.

Q. How?

A. I am the secretary of the Montclair and Greenwood Lake reorganized company.

Q. And did all the papers of the Montclair Railroad Company come into your hands; were they all turned over to you by the receivers?

A. When the receivers were appointed, that is, Loomis, Miller, and Jordan, the papers, as I understand it, were delivered to them. Those receivers turned over all the papers that they received to the Montclair and Greenwood Lake Railroad Company, and I received them from them.

Q. Personally?

A. Yes, sir.

Q. As secretary of the Montclair and Greenwood Lake?

A. Yes, sir.

Q. Have you examined them?

A. Yes, sir.

Q. Have you been able to find among them the petition for the appointment of the commissioners, and the order of Judge Depue appointing those commissioners?

162 A. I have not.

Q. Did you make a close examination for the papers?

A. I have made a very close examination, with the special object of finding that paper.

Q. You then have never seen either the petition or the order?

A. I have never seen either.

Q. How long were you secretary—up to what time?

A. From October 28, 1875, to March, 1877.

Q. Where did the road, of which you were secretary, have its office?

A. Jersey City, corner of Grand & Greene streets.

Cross-examination by Mr. MCCARTER:

Q. Had the road been sold by the receivers before it had been reorganized?

A. (Interrupting.) The road was sold under the second foreclosure and then the first. The receivers sold out all the assets which were in their possession, among which were the books and papers of the company. They were bought in by the trustees of the first-mortgage bonds.

Q. Do you know whether all the books were turned over, or such as were found in their possession?

163 A. Only such as were in their possession.

Q. Had you been connected with the company prior to your receivership?

A. No, sir.

Q. When was the road sold under the mortgage that you have spoken of?

A. October 28th, 1875.

Q. (Counsel interrupting.) But tell me where that road ran to?

A. It ran from a point on the meadows of the Hackensack to a point called Monks, in Passaic County.

Q. Are you connected with that company now?

A. I am not.

Q. (By Mr. RANSOM.) The road of the Montclair Railway ran through the township of Montclair, did it not?

A. It did.

And thereupon the plaintiff's counsel had called and duly sworn, RASTUS S. RANSOM, who testified as follows:

By Mr. GUMMERE:

Q. You are the attorney of the plaintiff in this cause?

A. Yes, sir.

164 Q. Have you at any time, Mr. Ransom, made any personal search for the petition and order for the appointment of commissioners for the township under the act of 1868? And, if so, state the particulars of such search.

A. I have made such search since the commencement of this action, and I believe, in the summer of 1877. I am very positive that it was in the summer of that year—at the office of the Montclair and Greenwood Lake Railroad Company in Jersey City. The office was located, as described by Mr. McDowell, the preceding witness. I went to that office under permission, which had been granted to me, upon my application, by the president of that company, and examined all the papers in that office which had come from the Montclair Railway Company, one by one, for several hours, for the purpose of finding the petition and order, but I did not find them; the petition and order were not there.

Cross-examination by Mr. CARTER:

Q. When was this action commenced?

A. July, 1876..

Q. Can you give the date?

A. I believe the eighth day of July, sir; the summons will correct me, if I am wrong. I think that is the date.

165 And thereupon plaintiff's counsel had called and duly sworn JARED E. HARRISON, who testified as follows:

By Mr. RANSOM;

Q. Mr. Harrison, you reside in the town of Montclair, do you not?

A. I do.

Q. At the time the town was bonded, did you act as one of the commissioners of that town for the purpose of bonding it?

A. I did.

Q. Have you the petition and order appointing the commissioners of that town?

A. No, sir.

Q. Do you know where they are?

A. No, sir.

Q. Have you examined among your own papers for the purpose of finding them?

A. I have not.

Q. Do you know whether you have them or not?

A. I don't think I have had them, or ever saw them.

Q. Will you say that you have not got them?

A. I say I have not.

Cross-examination by Mr. McCARTER:

Q. You say you have not examined your papers to see whether you had them?

A. I say I have not examined my papers.

166 Redirect by Mr. RAMSON:

Q. You never had those papers?

A. Certainly I never had them. I have no knowledge of them whatever.

Recross examination by Mr. McCARTER:

Q. You say you never saw the order appointing you commissioner?

A. I do.

Q. How do you know you were appointed?

A. I took it for granted from the information I received from the railroad officials.

Q. What railroad officials?

A. Well, Julius Pratt and those that were associated with him, that took a lively interest in the railroad.

Q. Who was associated with Mr. Pratt?

A. Mr. Dwight acted with him, and a man by the name of Spaulding.

Q. Persons concerned in promoting the railroad?

A. Yes; interested in getting the railroad started.

Q. And which one of them told you that you had been appointed?

A. I cannot say; my impression is that it came through Mr. Dwight.

167 Q. How could you perform your duties without knowing that you were appointed?

A. We went along and took it for granted that we had been appointed, and supposed it to be a matter of record.

Q. Appointed for what?

A. As commissioners to dispose of the bonds—as agents of Montclair Township—to dispose of the bonds. The law was very plain and explicit, and our duties were very limited.

By Mr. RANSOM:

Q. These gentlemen that you have named, Mr. Pratt and Mr. Dwight and Mr. Spaulding, were residents of the town at the time, were they not?

A. Yes, sir; of Montclair Township.

Q. Did you have any conversation on the subject of your appointment with Mr. Cortlandt Parker?

A. No, sir.

Q. You did not?

A. No, sir; Mr. Parker advised the commissioners, and then the commissioners consented. I cannot call to mind just what it was, but we consented to take Mr. Parker's opinion, although he was the attorney for
168 the railroad company, and the question was brought up before the commissioners, and we agreed to ask him certain questions, and he gave us to understand that he would answer us impartially. That is all Mr. Parker had to do with the transaction, to my knowledge.

Q. Did you get any information from him as to your appointment as commissioner?

A. No, sir.

Q. (By Mr. McCARTER.) Did Spaulding live in Montclair?

A. He lived in Bloomfield.

Q. Did you get any information on the subject of your appointment from Hening?

A. Oh, no; if the certificate of our appointment ever was in the hands of the commissioners it would have been in his hands, but I have no doubt——

Mr. McCARTER. (Interrupting.) Stop! Never mind what you had no mind about.

Q. You never heard from Mr. Hening on the subject?

A. No, sir.

Mr. McCARTER:

Q. What did you say—you said or started to say you had no
169 doubt about something?

A. I had no doubt we never had it. If we had had it I would have remembered it. It is a matter of such importance that I should have known it.

And thereupon the plaintiff's counsel called and had duly sworn HIRAM B. LITTELL, who testified as follows:

By Mr. RAMSOM:

Q. Were you one of the acting commissioners for the bonding of the township of Montclair in the year 1870?

A. Yes, sir.

Q. Were you acquainted with Hening?

A. Yes, sir.

Q. He was another commissioner?

A. Yes, sir.

Q. He is now dead?

A. Yes, sir.

Q. Mr. Harrison was another commissioner?

A. Yes, sir.

Q. Only three in all?

A. Yes, sir.

Q. Have you the petition and order of the appointment of yourself and those other gentlemen as commissioners?

A. I have not.

170, 171 Q. Do you know where they are?
A. I do not.
Q. Have you looked for them?
A. I have.
Q. And been unable to find them?
A. Yes, sir.

Cross-examination by Mr. McCARTER:

Q. Did you ever have them?
A. No, sir.
Q. Did you ever see them?
A. I think I saw the certificate of the appointment.
Q. Who had it?
A. Mr. Hening.

And thereupon plaintiff's counsel had called & duly sworn HENRY C. DUSENBURY, who testified as follows:

By Mr. RANSOM:

Q. You reside in Newark, and are the deputy clerk of the county of Essex?
A. Assistant clerk.
Q. You were employed in the office of the county clerk?
172 A. Yes, sir.
Q. Were you the clerk of the county of Essex in 1870?
A. Yes, sir.
Q. You were subpœnaed to produce the petition and the order appointing commissioners for the township of Montclair, and the consents to do the bonding. Have you those papers with you?
A. I have the consents, but not the petition or the order.
Q. Consents and registry of the bonds?
A. Yes, sir.
Q. You have the consent and registry?
A. Yes, sir.
Q. You have not got the petition or the order?
A. No, sir.
Q. Have you examined the papers in the clerk's office for the petition and the order?
A. Yes, sir.
Q. Are the papers there?
A. I cannot find them; I have made a thorough search for them, and could not find them.
Q. Will you produce the consents and registry, if you please, Mr. Dusenbury?
173 A. Yes, sir; here are the consents. (Witness produces a paper.)
Mr. RANSOM. We offer the consents in evidence.
Mr. McCARTER. We object to offer on the ground that it is not legalized evidence. There does not appear any authority for the production of these papers.
The COURT. The papers are admissible. The consents are marked Plaintiff's Exhibit D.
Q. The registry of the bonds, is that there?

A. Yes. (Witness produces two large books of the registry of the bonds.)

Mr. RANSOM. We now offer the registry of the bonds in evidence.

Mr. MCCARTER. We object on the ground that there does not appear that any bonds were ever issued yet.

The COURT. I will admit them.

(The registry is received in evidence and marked Plaintiff's Exhibit E.)

Q. I show the witness bond No. 10 (one of the bonds in suit). Was that bond registered in the clerk's office of Essex County.

A. Yes, sir.

174 Q. When?

A. The bond does not bear date of the registration.

Q. Is that your signature? (Counsel indicating.)

A. Yes, sir.

Q. Does the bond which is already in evidence show date?

A. March 19, 1870.

Q. Is that the date of all the bonds, Mr. Dusenbury?

A. Yes, sir.

Q. Look at bond No. 9, and state if that was registered in that office under that date?

A. Yes, sir.

Q. Bond No. 7?

A. Yes.

Q. Bond No. 6?

A. Yes.

Q. Bond No. 5?

A. Yes.

Q. Bond No. 4?

A. Yes.

Q. Bond No. 3?

A. Yes.

Q. Bond No. 2?

A. Yes.

Q. Bond No. 1?

A. Yes.

Q. Look at bond No. 61, and state if that is registered under that date in that office?

A. Yes, sir.

Q. Bond No. 62?

A. Yes, sir.

Q. And from Nos. 140 to 144, both inclusive?

175 A. Yes; all registered under that date.

Q. Bond No. 145; was that registered in your office on that day?

A. Yes, sir.

Q. Bond No. 147?

A. Yes, sir.

Q. 143?

A. Yes, sir.

Q. 144?

A. Yes, sir.

Q. 145?
A. Yes, sir.
Q. 146?
A. Yes, sir.
Q. 37?
A. Yes, sir.
Q. Now I will show you No. 63; is that registered in your office on that day?
A. Yes, sir.
Q. No. 64?
A. Yes, sir.
Q. No. 65?
A. Yes, sir.
Q. No. 66?
A. Yes, sir.
Q. No. 67?
A. Yes, sir.
Q. No. 68?
A. Yes, sir.
Q. No. 69?
A. Yes, sir.
Q. No. 70?
A. Yes, sir.
Q. No. 71?
A. Yes, sir.
Q. No. 72?
A. Yes, sir.
Q. No. 73?
A. Yes, sir.
Q. No. 89?
A. Yes, sir.
Q. No. 101?
A. Yes, sir.
Q. No. 102?
A. Yes, sir.
Q. No. 103?
A. Yes, sir.
176 Q. No. 104?
A. Yes, sir.
Q. No. 105?
A. Yes, sir.
Q. No. 106?
A. Yes, sir.
Q. No. 107?
A. Yes, sir.
Q. No. 108?
A. Yes, sir.
Q. No. 109?
A. Yes, sir.
Q. Nos. 111 to 114?
A, Yes, sir.

Q. Both inclusive?
A. Yes, sir.
Q. From No. 116 to No. 128, both inclusive?
A. Yes, sir.
Q. No. 148 and 149?
A. Yes, sir.

(These bonds are offered in evidence by the plaintiff's counsel for the purpose of showing their registration on that date, 19th of March, 1870. The certificate on each bond is deemed to be put in evidence.)

Mr. GUMMERE. We now call upon the other side to produce the petition and order which we have called for. If they are not produced we wish to know if we cannot give secondary evidence of their contents.

Mr. MCCARTER. Your honor ought not to allow them to give secondary evidence of the papers until they have made further search
177 for them. I would state in this connection that I have the affidavit of the president of the town committee and of every officer who has been town clerk since the township has been organized, stating that they never have seen or had them, and I can neither put them in or file them as the counsel desire.

The COURT. The whole trouble arises from the act which authorizes certain proceedings to take place, but does not prescribe the place where the papers are to placed. I should say that the proper receptacle for those papers was with the clerk of the court of the judge who appointed the commissioners. I should say the plaintiffs are entitled under all the circumstances of the case to give secondary evidence of the contents of the papers. I think they have used all the diligence they could to get the papers.

And thereupon the defendants counsel prayed an exception to the ruling of the court admitting secondary evidence of the contents of the petition and order, and that the said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

178 And thereupon plaintiff's counsel had called and duly sworn, JEREMIAH COUNSELLOR, who testified as follows:

By PLAINTIFF'S COUNSEL:

Q. Mr. Counseller, have you ever seen this order for the appointment of commissioners of Montclair?
A. I have seen one that I was told was one. Mr. Spaulding and Dwight brought the paper to me at my house with Judge Depue's signature, and told me they had got it. My house was the headquarters then.
Q. You saw the paper with the appointment?
A. I saw the appointment of Robert M. Henning, Hiram B. Littell, and Jared E. Harrison as commissioners.

Cross-examination by Mr. MCCARTER:

Q. Mr. Counsellor, when did you see this paper?
A. It was about the 1st of January, 1870. I don't know the date.
Q. At your house?
A. Yes.
Q. Who had it?

A. Dwight and Spaulding. George S. Dwight and Henry C. Spaulding.

Q. Which of them had it?

179 A. Mr. Spaulding had the paper and showed it to me.

Q. Did you read it to them?

A. He showed me the signature of Judge Depue.

Q. (Interrupting.) Did you read the paper?

A. I did; because I wanted to know what my duties were, somewhat.

Q. What duties had you to perform?

A. I was getting signatures for the same work, and also aiding in the Woodside——

Q. What would the appointment of those commissioners have to do with your duties in getting signatures?

A. I could not tell that, sir.

Q. Did you know Judge Depue's handwriting?

A. I did not.

Q. Did you ever see him write?

A. Yes, sir.

Q. When?

A. I saw him write in the court-house. I have seen his signature, but I don't know his signature.

Q. You don't know his signature?

A. No, sir.

Q. In whose handwriting were the signatures?

A. I could not tell you.

180 Q. Nor the date of them?

A. I could not tell the date; it was about the 1st of January. Perhaps it might have been; I could not tell the date.

Q. Who else was there?

A. I don't recollect any one except my family.

Q. Well, Spaulding had the paper, you say?

A. Yes, he had the paper.

Q. Did he take it when he went away?

A. He carried it in a satchel or bag; I don't know which.

Q. Which was it?

A. I can't tell.

Q. Did he have a satchel there?

A. I think he did.

Q. Are you sure?

A. Yes.

Q. He carried it away with him?

A. Yes, sir.

Q. Are you sure?

A. He didn't leave it there.

Q. What time of day were they there, Mr. Counsellor?

A. I think it was about 9 o'clock in the morning.

Q. Where did they come from?

A. I could not tell you.

181 Q. What was his business at your house?

A. Well, I don't know; only to show me that paper.

Q. They came there to show you that paper, didn't they?

A. Yes, sir.

Q. They were casual acquaintances?

A. No, sir; they were daily visitors at my house; some of them were Montclair men.

Q. What do you mean by Montclair men?

A. Mr. Dwight was there on an average three times a week.

Q. Answer my question. What do you mean by Montclair men?

A. Those that were identified with the Monclair Railroad.

Q. Now, had you any connection with the Montclair Railroad?

A. I was not an employee of the road.

Q. I asked you what you were?

A. I was interested in the Montclair road.

Q. In what way?

A. I was anxious for them to get to Newark.

Q. Whom were you aiding?

A. A man by the name of Briggs, in Woodside; and speaking a good word to others in Montclair.

Q. Had he been appointed commissioner in Woodside?

182 A. I cannot say.

Q. You don't know whether he had been appointed?

A. No, sir; I could not tell.

Q. He was getting signatures to bond Woodside?

A. Yes, sir; he was.

Q. Now, was it not after Mr. Briggs had been appointed commissioner?

A. I could not say.

Q. You say you had been helping him get signatures?

A. This circumstance that I speak of, I recollect.

Q. What had you to do with getting signatures in Montclair?

A. Very little.

Q. Had you anything?

A. Nothing more than to speak a good word to those people; saying that they were aiming to get a sufficient number of property holders.

Q. What do you mean by speaking to those people?

A. Telling them that it was a good thing, in my judgment.

Q. Now, if you were not interested in the Montclair Township, and you were not connected with the railroad, what do you mean by

183 saying you took an interest in this paper, because it instructed you as to what your duties were?

A. I did not say it instructed me any.

Q. What did you say?

A. I said I had a like paper that I was managing, that I presented to Judge Bedle.

Q. It was after the commissioners had been appointed for Kearney Township?

A. I could not say.

Q. Had you a like paper—like the one you saw—from Judge Depue?

A. I don't recollect that I had it in my possession at that time.

Q. If you did not have a like paper, that reason seems to drop. What other reason have you?

A. None, except they presented the paper to me and I read it.

Q. They opened it and showed it to you?

A. Yes, sir.
Q. And you read it?
A. Yes, sir.
Q. Did you see the petition?
A. No, I didn't see the petition; that went to Judge Depue.
184 Q. You didn't see that?
A. No; I don't think I did.
Q. Did they have the bond?
A. I might have seen the petition produced about that time, because they were at my house almost daily—Mr. Loomis and others.
Q. Why did these gentlemen come to your house?
A. I was to work for them. I was not to receive any pay, though.
Q. How did the plaintiffs in this case find out that you had seen that paper?
A. I don't know, sir.
Q. Did you tell them?
A. No, sir.
Q. Well, who else was there that night besides Dwight, Spaulding, and yourself?
A. Which night have you reference to?
Q. That morning, I should have said.
A. I don't remember of any one else present. There might have been. I am not positive.
Q. You don't remember anybody else?
A. No, sir.
Q. To whom did you mention the circumstance that paper had been submitted or rather exhibited to you, then?
A. I could not tell you.
185 Q. Did you ever mention it to anybody?
A. I can't tell you. I don't know that I have.
Q. To whom?
A. I can't tell you.
Q. You cannot tell because you do not remember?
A. I could not remember. We have talked of the thing.
Q. Who is we?
A. I don't know. I might have talked with Mr. Loomis. I am not positive.
Q. I want to know.
A. I know I did with Mr. Pratt and Spaulding.
Q. When did you talk with Spaulding about that?
A. Two or three years ago.
Q. Before this suit was commenced, was it not?
A. Yes, sir.
Q. When did you talk to Pratt about it?
A. Not in years.
Q. (Interrupting.) To whom did you mention the fact or circumstance that those men came there that morning and showed you that paper?
A. I could not tell you.
Q. Did you ever mention it to anybody?
A. I think I have.
186 Q. What was your motive in telling anybody?

A. I had no motive except in a general way of talking over it.
Q. Are you interested in these bonds any way?
A. No, sir.
Q. Are you in the employ of the plaintiff or his attorney in this suit?
A. No, sir.
Q. When was your attention first called to remember this circumstance?
A. It has not been called to it until two weeks ago, when I received the subpœna to come to Trenton.
Q. And the subpœna was what? An ordinary subpœna to give evidence in a suit between Ramsdell and Montclair Township?
A. No, sir; that spoke of one Kearney Township.
Q. Now, sir, what was there in that subpœna of Kearney Township to recall your attention to the fact that about the 1st of January, 1870, Spaulding and Dwight came to your house for the appointment of commissioners for Montclair Township?
187 A. I thought the thing was all mixed together. I could not state now what I came here for.
Q. The question was what was there in that subpœna to direct your attention to that interview at your house?
A. I don't recollect of anything.
Q. I ask you, then, when your attention was first called to that first interview?
A. I could not tell you.
Q. Well, was it before you got the subpœna?
A. It is a fact that I always knew without having my attention called to it.
Q. When was your attention first called to it?
A. You are calling my attention to it now.
Q. When before to-day were you put upon the stand?
A. I have not been called by any one.
Q. Have you not been requested by anybody to state what you know about it?
A. No, sir.
Q. Never talked with counsel about it?
188 A. No, sir.
Q. Never repeated to anybody this transaction?
A. No; I don't think I have
Q. How do you remember the date?
A. I cannot remember it.
Q. How do you remember it was about the 1st of January, 1870?
A. Because I know there was some delay in those things at the time.
Q. You know there was some delay in what things?
A. In getting the signatures to the bond.
Q. How does that enable you to fix the date, the first of January, 1870?
A. Because I recollect the year very well. Because I lamed my horse driving him around to different places.
Q. What had the laming of your horse to do with that?
A. Driving him around to get the signatures of these men.
Q. In what other townships had you been engaged in getting signatures?

A. I went with Mr. Briggs.
Q. In what township was he?
A. Woodside Township.
Q. Mr. Counsellor, I see that Mr. Briggs' bond was approved
189 by the judge on the 16th of February, 1870. How is that?
A. I could not tell you.
Q. You say you were assisting Mr. Briggs at this time?
A. I had been a long time before that.
Q. Did you see the names of Harrison, Littell, and Henning in that paper?
A. I saw Mr. Henning very prominently.
Q. Did you see the name of Henning in that paper that morning?
A. Yes, sir.
Q. Did you also see the name of Jared E. Harrison?
A. Yes, sir.
Q. And the name of Hiram B. Littell?
A. Yes, sir.
Q. Could you have remembered their names from then until now from the fact of seeing them in that paper?
A. I think I could.

And thereupon the plaintiff's counsel had recalled HENRY C. DUSENBERRY, who testified as follows:

Cross-examination by Mr. MCCARTER:
Q. Where is the registry book?
A. The clerk has it.
190 Q. (Producing said book.) Is this the one?
A. Yes, sir.
Q. Mr. Dusenberry, you registered these bonds on the 19th of March. What is the book you have produced?
A. That is supposed to be the book of the bonds.
Q. Was this left in the clerk's office?
A. Yes, sir.
Q. Was it produced on the day on which the bonds were registered?
A. Yes, sir.
Q. Who had it prepared?
A. I am unable to say, sir.
Q. Did you have it prepared as clerk?
A. No, sir.
Q. When did you first see it?
A. On that morning.
Q. On the morning of the day on which the bonds were registered?
A. Yes, sir.
Q. And who had it then?
A. Well, I supposed that he got it from the parties who were engaged in that business. I have no recollection about that.
Q. Who were those parties?
191 A. My impression is they were Mr. Parker, Mr. Keasbey, and one or two other gentlemen.
Q. What other gentlemen?

A. That, to the best of my recollection, I would not be able to swear positively to.

Q. Well, what is the best of your recollection about it?

A. I could not swear whether these commissioners were then in the office, or whether I saw them afterwards.

Q. Have you any recollection of their being in the office?

A. I have an indistinct recollection that somebody was there; but who they were I cannot say.

Q. Now, who first brought that matter to your attention?

A. Either Mr. Parker or Mr. Keasbey.

Q. Where?

A. My impression is that one of the gentlemen came to my house in the morning.

Q. What time in the morning?

A. Well, I can only fix the time by my habit. My habit is to
192 go to the office about 8 o'clock, and I think I was waited upon by him at my house before my usual time for going down in the morning.

Q. Before or after your breakfast?

A. That I could not say.

Q. Well, had you completed your toilet; were you dressed when they came?

A. My impression is I had not.

Q. Can you give any idea about what time in the morning it was when they came there?

A. Only from my custom; I should think it was probably an hour earlier than my usual time of going down, and that would be about seven o'clock.

Q. What did you do then?

A. Well, whoever it was came to the house that day, it seems that they wanted my services at the office, and I prepared myself and went down to the office.

Q. Yes?

A. Of course I have but an indistinct recollection of this in my mind, but my impression is when I got to the office Mr. Parker and Mr. Keasbey were there, and I was informed as to their business; I knew nothing of it before that.

193 Q. Well, did you then proceed with the business?

A. Yes, sir.

Q. Did you get your breakfast before you went?

A. That I cannot answer.

Q. Where was the business done?

A. In the vault—in the vault back of the office where the records were kept.

Q. Why was it done in there?

A. That I don't know.

Q. Who were present when it was done?

A. Well, the parties were there, but whether Mr. Parker and Mr. Keasbey both remained or not I don't know; my impression is they were both there at the time.

Q. Well, how long did the operation continue?

A. Well, I think it took me about two hours.

Q. What did you then do?

A. I think I went from the office to the office of Messrs. Parker and Keasbey, who were partners then.

Q. Well?

A. I am quite positive that at Messrs. Parker and Keasbey's
194 I saw Mr. Robert M. Henning; I do not think I was acquainted with the other commissioners; whether they were there or not I do not wish to state.

Q. You were paid for your services?

A. I think so.

Q. Who paid you?

A. That I cannot answer, but some of the parties that were there in Mr. Keasbey's office.

Q. How much were you paid?

A. That I am unable to state; I have tried to recollect that.

Q. Of how many rooms did your office consist at the time?

A. At that time of three (3) rooms.

Q. Two business rooms and the vault for keeping the records?

A. Yes, sir.

Q. Was any reason made known to you by the parties engaged in procuring the registry of these bonds why you were called upon so early in the morning?

A. I think not, sir.

Q. Is the leaving of this book in the office, with that inscrip-
195 tion on the fly-leaf, all the registration there was of *of* the bonds?

A. I think so.

Q. While you were engaged in the vault in this business, had any other person or was any other person present than those who had engaged your services in the business?

A. My impression is that Mr. John L. Blake came in the vault at that time.

Q. Did he remain there; did he know what was going on?

A. I think he did not.

Q. Was not, Mr. Dusenberry, you' object in going into the vault to register those bonds, rather than doing it in the ordinary office of the clerk, in order that the transaction might not be observed by other persons?

A. I had no such idea.

Q. What was your reason for going into the vault, then?

A. I think my object in going into the vault was that I had a standing desk there where I could work with this book more easily and handily than I could with any other desk in the office.

196 Q. Was the door of the vault closed or open?

A. As to that I cannot remember.

Q. Did you not know and understand at that time that for some purpose or other the registry of the bonds was desired to be done in haste and in secret?

Q. I think that I got the impression——

(Interrupted.)

(Plaintiff's counsel objects to witness giving impression.)

By Mr. McCARTER. This is cross-examination, and he is a witness produced by plaintiff.

By PLAINTIFF. That does not make the witness' impression competent evidence, because he is my witness now on cross-examination.

Admitted.

A. Read the question.

Q. Whether it didn't come to your knowledge, or did not you understand at that time that it was desired by the parties who employed you to register the bonds, that it should be done in haste and in secret?

197 A. I had no reason to think it should be done in secret, but from the fact that Mr. Parker came to my house in the morning before office hours, I got the impression it was to be done in haste.

Q. What did Mr. Parker tell you when he came to your house that he wanted you to do?

(Objected to.)

By the COURT. What did Mr. Parker tell you when he came to get you to register the bonds?

A. I have no recollection.

Q. That is all.

Redirect:

Q. Mr. Dusenberry, look at this paper and state if that is your signature attached to it.

A. Yes, sir.

Q. Was that paper given by you to the persons presenting the bonds on the morning that they were presented for registration?

A. I have no recollection of the paper at all.

Q. That is your signature?

A. Yes, sir.

198 By Mr. MCCARTER. What is that?

By Mr. RANSOM. That is the receipt of the county clerk for the bonds for registration, showing the day they were received, and the hour. I offer it simply to put at rest any doubt there may be on that question.

(Not objected to. Admitted.)

Recross:

Q. In whose handwriting is the body of that paper?

A. I think it is Mr. Parker's.

Q. You have no recollection of signing that paper?

A. No, sir.

(Said paper is marked Exhibit G, for the complainant.)

And thereupon the plaintiff's counsel had called and duly sworn WILLIAM A. SMITH, who testified as follows:

By Mr. RANSOM:

Q. You reside in Newark?

A. I do.

Q. You are the county clerk of the county of Essex?

A. I am.

199 Q. (The register of bonds handed to witness.) I want to call your attention to that register of bonds; it is Exhibit E of the plaintiff. That book of the registry of bonds came from your office, Mr. Smith?

A. It did, sir.

Q. (Handing witness Exhibit D.) Were those papers produced from the records of your office?

A. They were. I judge so from the heading.

Q. You were subpœnaed to produce, Mr. Smith, an order appointing the commissioners of the township of Montclair to bond the town, were you?

A. Yes, sir.

Q. Did you produce those papers?

A. I am unable to do so.

Q. Have you examined in your office for those papers?

A. I have.

Q. Have you been able to find them?

A. I have not.

Q. Are they there?

A. No, sir.

Q. Are they in your possession?

A. No, sir; I say positively they are not, and my clerks and myself have been unable to find them.

Q. Have you looked carefully in the office for them?

200 A. Yes, sir; everywhere we thought they could possibly be.

Q. That is all.

Cross-examination Mr. McCARTER:

Q. Doctor, did you ever see this paper before this morning? (Handing witness the "consents.")

A. I have.

Q. Where?

A. At my office.

Q. That is all.

A. Is that the same paper I had in my hand before?

Q. Yes, sir.

And thereupon the plaintiff's counsel had recalled and duly sworn JULIUS H. PRATT, who testified as follows:

By Mr. RANSOM:

Q. Were you present when the bonds of the defendant were register" in the county clerk's office, at Newark?

A. Yes, sir.

Q. Were you present when the bonds of the defendant in this suit were transferred by the commissioners of the township to the purchaser of them?

201 A. Yes, sir.

Q. What day was that?

A. It was on the nineteenth day of March, 1870.

Q. What time in the day?

A. In the middle of the day, about one o'clock.

Q. That is all.

Cross-examination by Mr. McCARTER:

Q. Where did this transfer take place?

A. Number 57 Broadway.

Q. New York?

A. New York; yes, sir.
Q. Who were there?
A. The three commissioners were there. I was present myself, Mr. Parker, Mr. George W. Farley, the purchaser of the bonds, and that is all I remember of at present.
Q. Were all the bonds there?
A. Yes, sir.
Q. Who was George W. Farley?
A. He was a banker, having an office at number 40 or 42, I think, Wall street.
Q. Were you present at the time of the purchase?
A. Yes, sir.
202 Q. Who negotiated the sale of these bonds to Mr. Farley?
A. Well, I cannot say who negotiated them.
Q. Was Mr. Farley interested in the railroad?
A. No, sir.
Q. Was he a son-in-law of William C. Opdyke?
A. Yes, sir.
Q. George Opdyke, I mean?
A. Yes, sir.
Q. Was George Opdyke interested in the railroad?
A. No, sir.
Q. Not as stockholder or in any other way?
A. No, Sir.
Q. Were the bonds guaranteed at the time; what did Mr. Farley pay for them?
A. Two hundred thousand dollars.
Q. How did he pay it?
A. He paid it in a check—in a check on George Opdyke and Company.
Q. What did the commissioners do with the check?
A. They used it for the purchase of the bonds of the Montclair Railroad.
203 Q. What bonds of the Montclair Railroad Company did they purchase?
A. The class of securities called income bonds.
Q. When did they use it in the purchase of the income bonds?
A. Immediately after the sale of their own bonds.
Q. Who had the income bonds for sale?
A. The Montclair Railroad Company.
Q. Who represented the Montclair Railroad Company on that occasion?
A. I did.
Q. Was the money drawn on Farley's check?
A. I presume not.
Q. Don't you know it was not, Mr. Pratt?
A. Well, I should say that my impression is that it was not.
Q. Mr. Farley's check was taken for the township bonds and handed over for the railroad bonds?
A. Yes, sir; that is what the law requirded.
Q. Now the railroad company got the check?
A. Yes, sir.
Q. What did you do with the check?

A. I cannot say; it went into our account with Opdyke, I suppose.

204 Q. You received the check yourself, did you not?

A. Yes, sir.

Q. What did you do with it?

A. I suppose I handed it to our treasurer.

Q. Do you know what you did with it?

A. No, sir.

Q. Who was the treasurer?

A. Mr. Pierce.

Q. What was his first name—Albert?

A. Yes, sir.

Q. Now, don't you know that the money never was drawn on that check?

A. I suppose it was not.

Q. And that Mr. Farley in fact never paid anything for the bonds?

A. I don't recollect the history of the check after that time, but I suppose it went into our account with Opdyke and Company, as other checks did.

Q. Did Opdyke and Company pay the railroad company that check that you know of?

A. I don't remember how it was.

Q. Do you know whether Farley had any such deposit then as two hundred thousand dollars with Opdyke and Company?

205 A. I don't know, but my recollection is now that it was a certified check; at all events, it was good.

Q. It was good to buy the bonds with?

A. Yes, sir; it was good for any purpose.

Q. How do you know it was good for any purpose?

A. Because Mr. Opdyke, or the firm of Opdyke and Company, were a very wealthy firm, and a check that they certified, or which they agreed to pay, would be good.

Q. Was it certified?

A. I think it was; I can't say certain; but it would have been good in either case.

Q. You mean the check would have been good because the drawer was responsible?

A. The drawer and payee.

Q. And drawee, you mean?

A. Yes, sir.

Q. You mean Opdyke and Company, on whom it was drawn?

A. Yes, sir.

Q. Well, would Opdyke's responsibility make the check good

206 unless they accepted it in some way?

A. No, sir; but they had accepted it.

Q. Why was the delivery made in New York?

A. New York is the grand centre of our commercial transactions, and it was the most natural place to make the sale of the bonds.

Q. Was there any other reason?

A. I think not; it was the most convenient place for the bonds.

Q. Who brought the bonds there?

A. The commissioners, I think—Mr. Henning, Mr. Littell, and Mr. Harrison.

Q. Just describe all that occurred on that occasion, Mr. Pratt.

A. Well, I have described it, all that I recollect.

Q. In what form were the bonds, in what envelope or package, or what were they in?

A. Well, I can't say.

Q. What official connection had you at that time with the Montclair Railroad Company?

A. I was president.

Q. Who had the negotiations of the purchase of the income bonds?

207 A. They were purchased by the commissioners, by negotiations between me and the commissioners.

Q. When?

A. At that time.

Q. And not before?

A. It probably had been agreed on before.

Q. It had been agreed that the proceeds of the town bonds were to be invested in the Montclair Railroad bonds?

A. Yes, sir; as the law requires.

Q. And the railroad bonds had been brought to that place by you for the purpose of carrying out that arrangement at that meeting?

A. Yes, sir.

Q. And the understanding was that the commissioners were to get $200,000 of the railroad bonds in exchange for $200,000 the township bonds?

A. Yes, sir; they were to buy $200,000 worth of railroad bonds with the proceeds derived from the sale of their bonds.

Q. And it was understood, was it not, that Mr. Farley's check was to buy one set of bonds and pay for the other?

A. I don't know that there was any understanding of that sort.

208 Q. Did you not know before you went there that that was the way in which that arrangement would be carried out?

A. I knew it, but the commissioners, I think, did not.

Q. You did know it?

A. I think I knew it.

Q. Now, how did you know it if the commissioners did not know it?

A. The commissioners were to sell their bonds for a good check, and that check they were to purchase—or with the proceeds, money, or whatever it was, they were to purchase—railroad bonds.

Q. It was understood however, that the commissioners were to take the check?

A. I think not, prior to that interview.

Q. When had there been any negotiations had, prior to that interview?

A. Negotiations with whom?

Q. With the purchaser of the township bonds?

A. There had been an arrangement with him that he should buy the bonds when they were issued.

Q. Now, who made that arrangement?

A. I made it.

Q. You made it?

209 A. Yes, sir.

Q. Then you made the arrangement before the commissioners

came there, that Opdyke was to buy the bonds. Now, was it not understood between you and Opdyke, that his check was to be used to buy these bonds and be immediately transfered over to pay for the income bonds.

A. Opdyke was not to buy the bonds at all.

Q. I don't mean Opdyke, I should have said Farley?

A. Please restate your question.

Q. I asked whether there was any understanding between you and Farley, before the transaction was consummated, that he was to give his check for the bonds of the township, and that check was to be immediately transferred over to the railroad company to pay for the income bonds?

A. I presume that was so.

Q. Now, Mr. Pratt, was not that a mere arrangement to satisfy the requirements of the law?

A. No; it was an arrangement to conform to the letter of it.

210 Q. To conform to the letter of the law?

A. Yes, sir.

Q. Was it not understood between the parties that the check was to be used for no other purpose than to conform to the requirements of the law?

A. Very likely it may have been; yes, sir.

Q. Was not that the fact?

A. Probably it was.

Q. Did Farley in fact in good faith, pay anything for the bonds?

A. What he paid for the bonds was as good as anything he could have given for them.

Q. Did he in fact pay anything for the bonds?

A. Yes, sir.

Q. Anything more than the check, I mean?

A. No, sir.

Q. Do you know whether that check was ever collected, of your own knowledge?

A. No, sir; I don't.

Q. Mr. Pratt, had you seen the commissioners on that day when the sale was made before the interview at Mr. Farley's office, or whereever it was, before the interview in New York?

211 Q. I think I had, but I can't say positively.

Q. Where, in Newark?

A. I think I had seen them in New York; in Newark, did you say?

Q. Had you seen them in Newark that day?

A. No, sir; I have no recollection of seeing them there.

Q. Had you an arrangement to meet them at this place before you did meet them there?

A. 57 Broadway, do you mean?

Q. Yes.

A. Yes, sir; we had an appointment.

Q. When was the appointment made?

A. I am not sure; I can't say, but it was probably made on the day before.

Q. Well, had the bonds been registered the day before?

A. No; they had been registered that morning.

Q. How do you know that?

A. I saw the receipt of Mr. Dusenberry in the forenoon.

Q. Who showed you that?
A. Mr. Keasbey.
Q. Where?
A. I think I saw it at his office.
Q. Well, it was that morning was it not, the morning of the day on which the sale was made?
212 A. Yes, sir.
Q. Now, did not you at the same time see one or more of the commissioners at Mr. Keasbey's office?
A. I have no recollection of seeing them.
Q. When did you see them to make the appointment to meet?
A. Well, I can't say. I have no recollection of making the appointment. but I have no doubt it was made; but when and where I can't say.
Q. Now, Mr. Pratt, you say the arrangement for the sale was made on the day before, or some time before. I don't know whether you said the day before or not, but it had been made by you before you consum'ated it on the 19th?
A. Probably it was; yes, sir.
Q. So that the negotiations had been effected by which the sale was to be made, had it not?
A. They had agreed to sell the bonds.
Q. Now, answer again, in view of that, Mr. Pratt, if you please, why you went to New York to carry that out?
A. Because it was the most convenient place.
213 Q. Was it more convenient to have the commissioners and yourself and Mr. Parker go to New York or to have Mr. Farley come over to Newark?
A. It was more convenient for them to go to New York in view of the circumstances that after the bonds were executed they were very valuable, and we wanted a safe place to keep them, and we had safes in New York where they could be put which would be better than any other place.
Q. They had to be carried to New York to get them there?
A. Yes, sir.
Q. And they could have been just as safely carried to New York after they were bought as before, could not they?
A. We did not want to take that risk.
Q. "We did not," who is that? Who do you mean by "we" when you say we did not want to take that risk?
A. Well, the railroad company was interested in carrying out the transaction.
Q. But the railroad company did not buy the bonds, did they?
A. No, sir.
214 Q. So it made no difference to the railroad company what became of the bonds after the purchaser bought them, did it?
A. The railroad company came into possession of them ultimately.
Q. How did they?
A. I think the railroad company or Mr. Fuller, the contractor, did. The bonds were sold by Mr. Farley to Mr. Fuller on certain conditions as to their use, and the railroad company was obliged to back Mr. Fuller.
Q. Was not the arrangement by which Mr. Farley sold the bonds to Fuller and the obligation that the railroad company should back Fuller all made at or before the sale of the bonds to Farley?

A. All made with whom?

Q. With the parties by whom it was made?

A. I do not recollect any agreement of that sort.

Q. Was it not understood when Farley got these bonds that he was to sell them to Fuller, and Fuller was to let the railroad company have them on some arrangement?

A. It probably was.

215 Q. And was it not understood that really the real transaction was that the railroad company was buying the bonds in exchange for their own bonds? Was not that really the bottom fact in the transaction?

A. Well, it would come to that in the end; yes, sir.

Q. And Mr. Farley was the instrument to effect that purpose to comply with the text of the law?

A. Yes, sir.

Q. Do you know whether the commissioners stayed in New York the night previous to the disposition of these bonds?

A. No; I cannot say as to that.

Q. You do not know?

A. No, sir.

Q. Did you not know at the time that these negotiations to which Farley was a party were made that proceedings had been taken or were being instituted to obtain an injunction to arrest the negotiations of these bonds?

A. No, sir.

216 Q. Did you not hear of anything of that kind?

A. I had heard of certain opposition on the part of two or three parties in Montclair, but I had not heard about an injunction.

Q. Did you not hear that an injunction was about to be served upon the commissioners?

A. No, sir.

Q. And do you not know that the fact was that the commissioners went to New York to dispose of these bonds to avoid the service of the injunction to prevent them from disposing of them?

A. No, sir; I know only on general principles that such a thing was liable to occur; but I did not know of any especial movement that was made in refereuce to it.

Q. Was not that the reason for making the arrangement in New York?

A. I do not know, sir.

Q. Why do you know on general principles that such a thing was likely to occur, if you did not know of any especial application for it?

217 A. Because we had had just such an experience in Union Township when the owners of the property, more than two-thirds, had given their consent, and the commissioners were ready to issue the bonds, and the town committee got out an injunction and prevented it, and of course we did not wish to be interfered with in any such manner again.

Q. And therefore you went to New York to do it?

A. No, sir; not for that reason.

Q. But you say you did not wish to be interfered with in any such manner again; what did you do in consequence of such wish?

A. Well, we made the sales of the bonds. We made a purchase of Mr. Farley of the bonds, and sold our bonds as soon as possible after they were issued.

Q. You hurried up?

A. Yes, sir.

Q. Was any conversation had at the time of the transfer at the
218 meeting in New York about the necessity for expedition to prevent any such mishap as had happened before in Union Township?

A. I have no recollection of it, sir.

Q. You do not remember it?

A. No, sir.

Q. Do you mean to say by that, that no such conversation was had, or that your memory does not recall any?

A. There was none that I recollect.

Q. How soon after this arrangement with Farley did the railroad company become the owners of the bonds?

A. I cannot say how soon that was.

Q. About as near as you can tell?

A. They did not become in all respects the owners of the bonds until after they had done work on the railroad. in respect to the town equal to the amount of the bonds.

Q. How was that arrangement manifested?

A. By an agreement to place the bonds in trust in the hands of
219 a certain trust company subject to the call or order of certain citizens who were agreed upon in the respective towns, and they were satisfied that a certain amount of work had been done in those townships, and then the bonds were to be used.

Q. When was that agreement made in reference to the sale to Farley; before or after?

A. That was made prior to the issue of the bonds, or the sale of the bonds by the commissioners.

Q. Who were the parties to that agreement?

A. I think Mr. Fuller, the contractor, who was to have the use of the bonds of the Montclair Railroad Company, on one side, and those other citizens by the approval of the commissioners, on the other.

Q. And it was to carry out that arrangement that the transaction was had with Farley.

A. I don't remember that, sir; I do not think that Farley knew anything about that.

Q. What did Farley do with the bonds?

220 A. My recollection is he sold them to Mr. Fuller.

Q. What did Mr. Fuller do with them?

A. Fuller placed them in the trust company to be drawn out as I have stated.

Q. According to the arrangement you have stated?

A. Yes, sir.

Q. Was that arrangement in writing?

A. Yes, sir.

Q. And was that agreement made prior to the sale of the bonds?

A. Prior or at the same time; at the same interview.

Q. And were the bonds in fact deposited with the trust company?

A. Yes, sir.

Q. What trust company?

A. The United States Trust Company.

Q. And who were the citizens upon whose orders they were to be drawn?

A. D. V. Harrison, Montclair; Samuel Holmes, and Mr. Doremus.

Q. What is first name, Theron S. Doremus?

A. Yes, sir.

Q. Were they not the sureties on the commissioners' bonds?

A. I think that they were; yes, sir.

221 Q. I believe that's all.

Redirect examination:

Q. At the time of this transaction in New York, the sale of the bonds which you have described, had you any knowledge or notice of any defects in these bonds at that time?

A. No, sir; we were advised by counsel that they were all right.

Q. What counsel?

A. Mr. Parker.

Q. The income bonds that were purchased by the commissioners; they were purchased at par?

A. Yes, sir.

Q. Was the interest paid by the railroad company upon those income bonds thereafter?

A. As long as I was in the management of the company they were.

Q. How many years was that?

A. I should say two (2) years.

Q. Was the interest upon the bonds of the town paid during that time?

A. Yes, sir.

Q. That is all.

Recross-examination:

222 Q. You say you did not know at that time of any defect in these bonds; did you know at that time that shortly prior to that Mr. Zenas Crane, who up to the spring election had been assessor of Montclair Township, refused to certify up to that time that the requisite number of signers had consented to bond the town?

A. I know that he had neglected to certify to that fact on some pretext or another, but whether he had absolutely refused or not, I had not learned.

Q. Do you not know that the pretext you speak of was because he was not satisfied that he could make the affidavit required by law?

A. No, sir; I supposed the reason was because he was so pig-headed and so opposed to progress which other people wanted—that was his character—that that was his reason for not certifying.

Q. You knew the fact that he did refuse to certify?

A. I knew the fact that he had neglected to do it.

Q. What do you mean by neglected?

223 A. Failed.

Q. Failed; yes, and you attributed it to his pig-headedness and his opposition to the scheme.

A. Yes, sir, undoubtedly.

Q. How was that difficulty overcome?

A. I do not know whether it was ever overcome. I do not think he was the man that could be converted at all.

Q. And so there was no affidavit; no certificate.

(Objected to, on the ground that it would appear by the record.)

A. There was no certificate or affidavit of Mr. Crane.

Q. Was there some affidavit of somebody?

A. I so understood.

Q. Did you not know all about that?

A. No, sir; I did not know it myself; I had nothing to do with the bonding of the town.

Q. Do you know when the assessor who made the affidavit was elected?

A. No, sir.

224, 225 Q. Now, you say you had Mr. Parker's advice that the bonds were all right; who ordered and paid for the engraving of the bonds?

A. The Montclair Railroad.

Q. Who employed Mr. Parker to act professionally in respect to the issuance of these bonds?

226 A. Mr. Hening, according to my recollection; it seems to me he informed me that he *informed me that he* had employed Mr. Parker for that purpose.

Q. Who paid Mr. Parker?

A. I cannot say as to that. The company was owing the commissioners and that may have been brought in. They had to pay the commissioners three (83) dollars a day.

Q. How did the railroad company owe the commissioners anything?

A. They were required by law to pay them three dollars a day for their services.

Q. The railroad company was?

A. Yes, sir.

Q. And they were required to do so by law?

A. That is my recollection of it.

Q. Then, they were paid by the railroad company, were they?

A. No, sir; they were not, except in this way: if the railroad company paid Mr. Parker any fee due for services rendered, it would be a fair offset.

Q. Well, I ask you the question whether the commissioners were paid by the railroad company?

A. No, sir; unless it was by paying some debts which they owed to Mr. Parker.

227 Q. What do you mean by saying the commissioners were paid three (83) dollars a day by the railroad company?

A. I don't think I said so.

Q. I understood you to say so?

A. I didn't say so.

(Counsel appealed to the stenographer to know if the witness had not said so, and upon the stenographer replying in the affirmative, the witness stated that he desired to correct that statement, as he had made it by mistake.)

Q. Now, do you know whether the railroad company paid them anything or not?

A. I am quite sure they did not.

Q. Then, the railroad company was not obliged by law to pay them anything?

A. Well, the law of course—that was my recollection of it. I have been under that impression all along that the law requires the railroad company to pay commissioners three (3) dollars a day.

Q. Were you under any impression that that was the amount they had paid them?

A. No, sir.

Q. What did you mean, then, by saying, when I asked you who
228 paid Mr. Parker's fee, that the railroad company owed the commissioners, and it might have been paid out of that money; what did you mean by that answer?

A. That was in reply to your question as to who paid Mr. Parker for his services.

Q. Yes?

A. It might be that Mr. Parker brought in a bill for those services in connection with what he had brought in for the company, and in that case we paid for the services.

Q. Do you not know that Mr. Parker did bring in such a bill and that the railroad company paid it?

A. That is my impression.

Q. You say that Mr. Parker gave it as his opinion it was all legal; to whom did he give such an opinion?

A. Mr. Parker was present at the time and advised us personally.

Q. Who do you mean by "us" now?

A. Well, I mean the commissioners and myself. He advised us that the bonds were legally issued, and properly issued. I think also he gave the same opinion in writing for the satisfaction of the commissioners.

229 Q. Now, you say, Mr. Pratt, that the interest was paid upon the income bonds by the railroad company; can you tell how much or how long it was paid?

A. These bonds were issued in 1870, and they were paid—it must have been for two years and a half—the interest was paid on the bonds up to November, 1872.

Q. And how do you know that the commissioners paid the interest on the township bonds?

A. Well, I have the knowledge as to the greater part of the bonds, where they were, and as to whether the interest was paid. Most of them were hypothecated, and I think that I paid the interest, or that it was paid through me, to the parties who held the bonds.

Q. Was it the fact that the railroad company paid the interest directly to the holders of the township bonds, and brought those coupons and exchanged them for coupons on the income bonds, and thus paid the interest?

A. Yes, sir; that was so.

Q. Was any interest paid on the township bonds after the railroad company stopped paying interest on the income bonds?

230 A. I never knew of any, but I was out of the company at that time; I did not know about that.

Q. I believe that is all.

Redirect examination:

Q. Did you or any other of the railroad officials or persons interested in this railroad company of the stockholders have anything whatever to do in regard to the obtaining of the consents for bonding this town?

(Objected to, on the ground that plaintiff's counsel kept opening new matter continually each time cross-examination was closed.)

By the COURT. Let the witness go.

Q. Then, that is all, sir.

At the request of the court to know just what bonds suit was brought on, Mr. Ransom said: Bonds from number one to number ten inclusive, of one thousand dollars each, are bonds on which we ask judgment;
231 the principal of these bonds is one thousand dollars each, with coupon bonds of thirty-five dollars each attached; this ten thousand dollars with coupon bonds to the amount of seventy dollars on each bond unpaid interest, with interest on the coupons; in addition to that I ask for judgment for one coupon and interest thereon upon each of the following bonds: Number 63, and from that to 69, including 69, from 70 to 73, both inclusive, and number 89, and from number 101 to 128, and numbers 148 and 149, making altogether 40 coupons, amounts to fourteen hundred dollars, at thirty-five dollars each on that class of bonds. These coupons were due on the 1st November, 1874.

By the COURT. When were the first town bonds due?

Mr. RANSOM. At different dates. I shall have to look at my memorandum for that

The court stated that was not necessary, and the counsel could
232 *could* proceed with his examination.

And thereupon plaintiff's counsel had called and duly sworn JARED E. HARRISON, who testified as follows:

By Mr. RANSOM:

Q. (I show Mr. Harrison bond number 1.) I call your attention, Mr. Harrison, to the signature upon that bond; is that your signature?

A. Yes, sir.

Q. Jared E. Harrison?

A. Yes, sir.

Q. Look at the signature of the coupon attached to the bond number one (1); state whose signature that is.

A. That is Mr. Hening; is it not?

Q. I am asking you, sir.

A. Yes, sir; that is Mr. Hening's.

By Mr. RANSOM. Bond number one is offered in evidence.

Q. (Handing witness bond number two (2). Mr. Harrison, is your signature to that bond?

A. Yes, sir.

Q. As one of the commissioners?

233 A. Yes, sir.

Q. And whose signature is to the two coupons attached?

A. R. M. Hening.

Q. (Handing witness bond number three.)

Mr. MCCARTER. We do not care to take up the time of the court by having witness testify to each one of these bonds separately.

Mr. Ransom said if that was the case he would not take the time to prove them separately.

Q. These coupons were all signed, were they?

A. The bonds were all signed one after another.

Q. And all the bonds from the town from one to two hundred were signed by commissioners?

A. Yes, sir.

Q. Mr. Hening, yourself, and Mr. Littell?

A. Yes, sir.

Q. Is that Mr. Hening's signature upon that bond (handing bond to witness)?

A. Yes, sir.

Q. You have seen him write?

A. Yes, sir.

Q. I' that his signature?

234 A. Yes, sir, I am acquainted with his handwriting.

Q. And that is his signature to the coupon?

A. Yes, sir.

Q. He is dead?

A. Yes, sir.

By Mr. RANSOM, Then I will offer this bond.

Q. Were you one of the acting commissioners for the town of Montclair?

A. I was one of the commissioners.

Q. Did you act as such commissioner?

A. Yes, certainly I did.

Q. Was that fact well known in the township of Montclair?

A. Certainly it was.

Q. Did you act as one of the commissioners in procuring the consent of the tax-payers for the bonding of the town?

A. I procured a portion of them.

Q. Did you witness some of those signatures?

A. Certainly, and I took the acknowledgements of some of them.

Q. And Mr. Littell and Mr. Hening also acted as commissioners?

A. Yes, sir.

Q. The same as you did?

235 A. Yes, sir.

Q. That is all.

Cross-examination by Mr. MCCARTER:

Q. Mr. Harrison, when did you begin to act in procuring signatures?

A. Well, that is a question I cannot definitely answer.

Q. From whom did you obtain the papers, the consents, to which you procured signatures?

The necessary papers we had come from—I think they came through Mr. Hening to me, and I think it was stated to me that we wanted to get the owners of real estate to a certain document that he had, and we got them to sign it, and we got their acknowledgements.

Q. Who procured those papers to be printed?

A. That I don't know.

Q. Were they not actually printed and furnished to you before you had been appointed a commissioner by the judge?

A. I cannot answer, it is some years ago.

Q. Now look at the original consents which were filed in the

236 clerk's office, these signatures, Jared J. Harrison, are your signatures?

A. Yes, sir.

Q. Now, that consent is dated September 18, 1869. Your official bond was approved January 25, 1870. Did you obtain these signatures before the approval of your official bond?

A. I do not remember.

Q. Nor you do not remember who prepared the printed blanks to which the signatures are appended?

A. They were undoubtedly furnished to us.

Q. By whom?

A. Well, I cannot tell who; as a matter of course, the railroad company—we look—we looked to them to have everything that the law required done.

Q. Why did you look to the railroad company to have everything that the law required done?

A. They were interested in the building of the railroad, and it was at their request I, for one, acted as their commissioner; there were other commissioners finally acted, the first three commissioners that were suggested, two of them declined.

Q. Who were they?

A. Mr. C. B. Baldwin and John J. Wheeler.

Q. Who suggested those?

237 A. That I cannot answer; I suppose it was the railroad company.

Q. When you speak of the railroad company, what persons do you refer to?

A. The three active parties, Julius H. Pratt, Mr. Spaulding, and Mr. Dwight.

Q. They were the persons who procured your consent to negotiate in this business.

A. Well, I was waited upon there with Mr. Wheeler and Mr. Baldwin by Mr. Pratt and others one evening, and two of them declined to serve as commissioners, and I consented to serve.

Q. Was that before any steps had been taken at all toward procuring the consents?

A. I don't remember.

Q. What did you next do after that?

A. Well, the next step was to supply the place of Mr. Baldwin and John J. Wheeler with two other acceptable men, and undoubtedly they must be men acceptable to all, or I would not stand, and they were men named by me.

Q. Mr. Hening and Mr. Littell?

A. Yes, sir.

Q. And then what did you do?

238 A. Well, we did nothing until we were informed that we were appointed as commissioners.

Q. And who gave you that notice?

A. Well, my impression is it came to me through Mr. Dwight, but I cannot say.

Q. Do you know in whose handwriting the filling of the blanks in the printed consents to which your name is attached is?

A. No, sir.

Q. You don't know that handwriting?
A. No, sir.
Q. Not yours, is it?
A. No, sir; not mine.
Q. Did you, in obtaining the consents, visit the parties personally?
A. Yes, sir.
Q. Had their signatures been previously signed to the papers, and you took the acknowledgement of it, or did you procure the signatures?
A. Well, I think in some instances I waited upon them personally and got their signatures.
Q. Yes?
A. And finally I took a portion and Mr. Littell and Mr. Hen-
239 ing also, and got their acknowledgements; the law required that they should be acknowledged by the commissioners.
Q. Exactly; now did you take some of the acknowledgements from the parties from whom you did not procure signatures, persons who had signed some time previous to you taking the acknowledgement, and who did not sign in your presence?
A. That I cannot say; we had to take acknowledgement of no persons but those who did sign.
Q. But did the parties sign at the time you took the acknowledgements or before?
A. Before, some of them did.
Q. Who had procured those signatuses?
A. I don't know.
Q. Did you understand that those signatures had been procured by somebody in the interest of the railroad company.?
A. Well, the signatures must have been there for me to take the acknowledgment.
Q. Of course but my question was, did not you understand that the signatures had been procured by somebody in the interest of the railroad company?
A. Certainly, they were mostly obtained through the commis-
240 sioners. Mr. Hening obtained a large share of them. He took a large interest in the railroad, and was considerably influential and did obtain a large share of the signatures.
Q. Of those he obtained the acknowledgment, didn't he?
A. Well, we finally took the acknowledgments, you understand, of those who had not signed in our presence, and those that had signed in his presence he did not take the acknowledgment of.
Q. Some signatures had been got before the acknowledgments were taken?
A. There was no consents given but what we intended to take the acknowledgments for, for every man that had signed.
Q. But some had signed on an occasion previous to that on which you took the acknowledgment?
A. Yes, sir; that's so.
Q. Now, who procured those signatures; that is what I want to know?
A. I don't know.
Q. The commissioners did not, did they?
A. Well, really, I don't know.

Q. And did not you take the acknowledgment of some parties
241 who did not sign in your presence?

A. My impression is I did.

Q. And they had signed before?

A. Yes, sir; and the commissioners, as commissioners, got all the owners of property to sign that they could.

Q. Did the commissioners ever pay for the printing of those blanks?

A. No, sir; I think not.

Q. Were not they furnished them by the railroad company?

A. I suppose so, undoubtedly; but I have no knowledge of that.

Q. How did the commissioners arrive at the determination of the 20 per cent. for which the town was limited to be bonded?

A. They were to take, I believe, the assessment of the year previous that was made in Bloomfield; it appears to me we were to take the assessment for—well, I can't name the year.

Q. Well?

A. For a certain year?

Q. Yes.

A. And to arrive at the 20 per cent. on that assessment.

242 Q. Yes.

A. And just what year that was I can't call to mind now.

Q. You don't remember that?

A. No, sir.

Q. Was it an assessment of Bloomfield or Montclair?

A. Well, Bloomfield and Montclair were all one.

Q. Then it was an assessment of Bloomfield from which you made that?

A. I expect it was; I expect that that of 20 per cent. is based upon what was made by the Bloomfield assessment when we were together.

Q. Prior to the division of the township?

A. Yes, sir.

Q. You say that the assessment was fixed at 20 per cent.?

A. I think that is it.

Q. Did you have the assessment roll to act by?

A. I can't say at all; I simply understood that that was the amount we wanted; but the calculations was done by others.

Q. As to what?

A. The calculations that we generally made were made by Mr. Hening; he was pretty accurate with figures, and the principal part of that was done by others.

243 Q. You did not pass your judgment as to whether the 20 per cent. was right or not?

A. No, sir; I did not enter into that; I relied upon the judgment of those who were associated with me.

Q. And principally Mr. Hening?

A. Yes, sir.

By Mr. GUMMERE. All this evidence is taken subject to an objection; we stand on the recital in the bond. We object to this testimony as being impertinent.

Q. Now, did the commissioners keep a record of their actions?

A. Yes, sir.

Q. They kept minutes?
A. Yes, sir.
Q. Where is that?
A. In the hands of Mr. Littell.
Q. Could you identify it if you saw it?
A. I could not.
Q. You could not?
A. No, sir.
Q. You would not know it if you saw it?
A. I would not; Mr. Hening was the chairman, and Mr. Littell was the secretary.
Q. Mr. Littell was the secretary?
A. Yes, sir.
Q. And you could not identify the minutes if you saw them?
244 A. No, sir.
Q. You testified that that was your signature, and the signature of Mr. Hening (referring to the bond)?
A. I did that to the best of my knowledge; I have no doubt that it is.
Q. I don't mean to question the statement: Where was that signature put on?
A. In New York.
Q. When.
A. Well, all I can answer is that it was somewhere about the date that the bonds bear, but I don't recollect when it was; I have not charged my mind with it.
Q. At what place in New York?
A. At, I suppose, the office of the railroad company.
Q. Well?
A. I can't name the place.
Q. And who procured the bonds that were to be signed?
A. Well, they were brought us al' ready for our signatures; but whether it was Mr. Dwight or Mr. Pratt, or who it was, I don't know, but they were there, and were presented to us.
Q. The commissioners did not procure them?
A. Oh, no.
245 Q. How long were they signed before they were disposed of by the commissioners?
A. On the same day.
Q. Then they were signed on the same day that they were disposed of in New York? Is that the fact?
A. Yes, sir.
Q. Could you locate, in New York, the place where the office of the railroad company was?
A. I can't call it to mind.
Q. Don't you remember?
A. No, sir; I don't know where it was; I could not find it to-day.
Q. Had the bonds been registered?
A. No, sir.
Q. When they were signed?
A. No, sir.
Q. Had they not been registered when they were signed?

A. No, sir.

Q. Then they were disposed of before they were registered?

A. Yes, sir.

Q. To whom were they disposed of?

A. Well, that sale has been showed by Mr. Pratt, here; that is,
246 there was a gentleman presented himself there, and it would perhaps be as well for you, if you will permit me to do it, to state why there was an arrangement between the railroad company and the commissioners: The commissioners, I for one, and the other commissioners had promised the people of Montclair that gave their signatures that the railroad company should not have the bonds any faster than they laid out the money on the road in Montclair, or between Montclair and New York. Now, to make a bona fide sale we must forfeit our word, and there had to be to avoid that. You understand me.

Q. Yes, sir; I understand you.

A. And I made a proposition to the railroad company to do what we would do, and nothing else, and that was that there must be three men clothed with the same authority that we had to control these bonds, and then we would make a bona fide sale of the bonds; but our transaction must be bona fide, you understand.

Q. I understand.

A. Then this gentleman came in, and after some conversation agreed to purchase the bonds of the township at par.

247 Q. Won't you tell us who that gentleman was?

A. I could not tell you; I never knew; I did not know what his name was.

Q. Yes.

A. And he paid for them, or offered to pay, with a check.

Q. Yes.

A. The check not being certified I turned 'round and asked Mr. Pratt, as president of the road, whether he would accept of that at par in payment of the bonds of the railroad company, and he replied that he would. I recollect the circumstances distinctly.

Q. Well.

A. Consequently, the agreement between the railroad company and the commissioners for the control of those bonds being placed in the hands of the parties that I named, and that the commissioners agreed to, was carried out, and Mr. Cortlandt Parker drew up the agreement.

Q. Yes.

A. Then the sale was effected, and the bonds signed and sold.

Q. Yes; then what was done?

A. Mr. Hening took the income bonds, and whether the railroad
248 company or who took the town bonds I could not say.

Q. But they were disposed of, were they not?

A. The exchange was made; the transaction between the commissioners and the purchaser of the bonds was a bona fide transaction; we had no authority with them, only the party that was confided in was known by the commissioners.

Q. Who were the parties that were confided in?

A. Samuel Holmes, Theron Doremus, and Daniel V. Harrison.

Q. The parties who got the bonds did not, at the time they bought them, get complete control of them?

A. No, sir; they were deposited, and were under the control of the parties that I named; they had the same control of them that the commissioners would have had if they had not made the sale.

Q. And those parties were security on the commissioners' bonds, were they not?

A. I think they were.

Q. Then the arrangement of the sale was that after the bonds were sold they still remained under the control of those persons who were
249 named by the commissioners?

A. Yes, sir.

Q. And were not to be disposed of without their order?

A. Yes, sir.

Q. Are you not mistaken in saying that the bonds were signed on the day that they were sold?

A. Oh, no; I aint mistaken about it; the date may not correspond exactly.

Q. I am not talking about that. How long did it take you to sign them?

A. Quite some time.

Q. About how long?

A. Well, I can't say; but as fast as I could write my name; each one took a bond and signed it and passed it along, and it took some time.

Q. There were two hundred of them?

A. Yes, sir.

Q. And there was a number of coupons on some of them?

A. Yes, sir; but we only signed the bonds.

Q. Mr. Hening signed the coupons, did he not?

A. I don't know.

Q. Didn't you see his signature to them just now?

250 A. Yes, sir; I proved his signature to it.

Q. If his signature appears to the coupons it was made on that day, was it not?

A. I don't know; but I suppose so.

Q. Who were present when those bonds were signed?

A. Well, there was Mr. Pratt, Mr. Spaulding, and a prominent man in New York, Judge Somebody, who took a lively interest in the road, and was a director.

Q. Judge Low?

A. Yes, sir.

Q. Yes?

A. He was there, and had something to say in regard to the forms of this sale; and there was others, I cannot name them all.

Q. When did you go to New York for the purpose of making these arrangements?

A. We went to New York; I cannot name the day exactly; we were there two days.

Q. Yes?

A. We went there on the first day; this thing did not come to a conclusion, you understand.

Q. Yes?

A. There was no final agreement between the railroad company and the commissioners; that had not been arrived at yet.

251 Q. Well?

A. They were distinctly given to understand that unless there could be some arrangement or proposition made whereby we would be justified to the township and people in saying there would be no bonds issued until the work was done as I have stated, and it was upon the strength of that that the instrument was drawn up between the Montclair Railroad Company and the commissioners; and as soon as Cortlandt Parker drew up that agreement it was executed, and the commissioners accepted it.

Q. That writing shows the terms upon which the bonds were holden?

A. Yes, sir; and it was satisfactory to the commissioners.

Q. Do you know who signed it?

A. I do not recollect who signed it, but I know it was drawn up by Cortlandt Parker, and that that was the substance of it; that is, that these were bona fide bonds, and that these individuals should have the same—— (Interrupted.)

Q. Never mind that, I want to know who were the parties to it;

252 between whom was the agreement made; who were the contractors on the one side and the other?

A. They must have been the commissioners and the railroad company.

Q. What was done with the instrument?

A. Well, the commissioners must have had the instrument.

Q. Have they got it yet?

A. I don't know; Mr. Littell is here, and he has charge of the papers of the commission.

Q. Mr. Littell is here as a witness?

A. He is here now, and if the papers are in existence he has got them.

Q. I did not get your answer to my question; you say you were there on the day on which the bonds were sold; were you there on the day previous to that?

A. Yes, sir; we went there for the purpose of carrying out this thing, and the first day we did not get through.

Q. Yes?

A. Well, I staid down the next day.

Q. Did Mr. Hening stay down?

A. My impression is that he did.

Q. Did Mr. Littell?

A. He did not.

Q. And the next day did you accomplish it?

A. Yes, sir.

253 Q. Now, on the next day when the transaction was closed, was it not known to the parties present that the injunction had been served on the day before on Mr. Littell to prevent the sale of the bonds?

A. No, sir; that was not made known.

Q. It was not made known?

A. Not to my knowledge.

Q. Did you not know that a suit was about to be instituted and an injunction was expected?

A. I knew that; I knew there was one expected.

Q. And was not the object of you staying in New York all night to avoid the service of that injunction?

A. Certainly it was.

Q. And did not the railroad company, or the parties representing the railroad company, know that?

A. Well, I cannot answer that; it was at their request we went to New York to hurry up this sale; at the request of Julius H. Pratt.

Q. Were you not advised you had better stay all night in New York so as to avoid the service of the injunction?

A. Well, that is what I did stay for.

Q. Were you not advised to stay on that account by some per-
254 sons in the interest of the railroad company?

A. I cannot say I was, but I think it is more than likely.

Q. At what time of the day did you commence signing the bonds?

A. I cannot answer that, but it was pretty well advanced before we got the thing through with.

Q. Did you not have to wait until the bonds were brought from New York, registered, or had they not been registered?

A. Oh, we signed and disposed of them before they were registered, knowing that they were worthless until they were registered.

Q. Do you know when the assessor's affidavit was obtained to the consents shown here?

A. I do not.

Q. Who was the assessor of the township of Montclair prior to the spring of 1870?

A. Well, I cannot—at the time we got the certificate, we got the certificate from Mr. Van Giesen, but Zenas Crane was the previous to that.

Q. How long had Van Giesen been assessor when he gave that certificate?

A. I cannot tell.

255 Q. As near as you can tell, how long?

A. I cannot answer the question satisfactorily at all. I have not charged my mind with it.

Q. Did not he give the certificate the same day that he was elected assessor?

A. Well, all the knowledge I have of that is hearsay; I do not know anything about it.

Q. You were at the town meeting that elected him, were you not?

A. Certainly.

Q. Don't you know that the same day he was elected he gave that certificate?

A. I don't think he did.

Q. Well, how soon after?

A. I cannot answer that question.

Q. Now, before you disposed of these bonds were you not informed that a number of the signers who had signed the consents had informed the commissioners that their assent was withdrawn?

A. I do not remember any such thing.

Q. On the day that you disposed of these bonds, Mr. Pratt was there, was he not?

A. Oh, yes.

Q. Describe how the sale was effected; did this gentleman that
256 was there give a check for the bonds?

A. Yes, sir.

Q. Did you see the check?

A. Whether I took it in my hands or not I do not recollect, but a gentleman came there and I supposed at that time that it was simply to go through the form of a sale—of a bona fide sale—and he agreed to purchase the bonds at par and in payment offered this check, and I asked this question as I have before stated, whether Mr. Pratt would accept of that at par in payment of the bonds of the railroad company, and whether that was satisfactory, and he said it was.

Q. Then was it done; was the check handed over?

A. I think that the bargain was made, and whether Mr. Hening took the check or not I cannot tell.

Q. Did Mr. Hening get the income bonds at that time?

A. Yes, sir.

Q. And the transaction was completed?

A. Mr. Hening got the income bonds at that time.

Q. And it was all closed up?

A. Yes, sir; it was all closed up that day.

257 Q. What became of the town bonds?

A. That I cannot say, but the income bonds were in the custody of the commissioners.

Q. Now, Mr. Harrison, Mr. Pratt says that that transaction took place after the bonds were registered.

A. Well, it is not so.

Q. It was before the registry of the bonds?

A. Certainly, it was.

Q. You said you staid in New York that night; did you come out to Newark in the morning?

A. I staid at my sister's, in Jersey City.

Q. Did you go to Newark in the morning?

A. No, sir.

Q. You were not in Newark that day at all, until after this transaction was completed?

A. No, sir; I think not.

Q. Did you have an injunction served on you afterwards?

A. Yes, sir.

Q. How soon after the transaction you have spoken of?

A. Pretty soon, but I cannot say when.

Q. Was it the same day?

A. I guess not on me—I think Mr. Littell—I guess on our return home was served with the injunction, and my impression is that I

258 was not served with the injunction until the next day, but it was very soon afterwards, however.

Q. The day following this transaction in New York you were served with an injunction?

A. I think it was very soon afterwards.

Q. And Mr. Littell on the day before?

A. Mr. Littell can answer for himself.

Q. That's all.

Re-direct:

Q. You speak of a contract between the commissioners and the railroad

company in regard to the custody of the bonds until the railroad company had done the work on the road, and you said that contract was in writing and that you had not got it; did the railroad company complete the work according to the terms of their contract?

A. Well, whether that contract was in the hands of Mr. Littell or not I cannot tell, but they did not have these bonds in their possession; they had to meet the approval of these trustees upon it.

Q. Those three gentlemen you named?

A. Yes, sir.

Q. Now, did the railroad company do the work after that contract was made?

259 A. Oh, it went on, and the work was satisfactorily done, and the bonds were handed over to them.

Q. They went on and did the work under this contract and got the bonds from those three people?

A. Yes, sir.

Q. Where was the sale of the bonds made, in New York, at what place?

A. Well, I cannot name the number where it was.

Q. Mr. Pratt was present you say?

A. Yes, sir.

Q. You were not able to fix the date or the day of the month when the sale took place?

A. Certainly not; I have not charged my mind with it and I have relied entirely upon the date of the bonds in this matter, and whether they correspond with that day I cannot say.

Q. Do you remember the day of the month when the bonds were signed by you and the other commissioners?

A. I don't; it is some years ago, and I never charged my mind with it, sir.

Q. Do you remember that the bonds were dated when you signed them?

A. My impression is that they were dated the seventeenth of March.

260 Q. When you signed them?

A. That is my impression, sir.

Q. That is your recollection?

A. Well, I say that it is.

Q. Well, now do you remember that you signed them on the day that they were dated or not; have you any memory about that at all?

A. I am quite positive we did not sign those bonds until the last day we were there. We went there one day and did not come to a conclusion, the conclusion of the making of this sale, but the next day we did.

Q. You signed them?

A. As soon as we agreed and the commissioners were satisfied that they could do it in good faith to the people of the township of Montclair we did. The security was given us and we signed the bonds, and that was the last day.

Q. Now, did you go over to New York on the day that the bonds were dated according to your recollection?

A. I could not answer that.

Q. Have you any memory upon that subject at all?

A. None whatever.

261 Q. They were signed by you in New York City?

A. Yes, sir.

Q. Were they all signed before you went over to Jersey City and spent the night at your sister's, as you have stated?

A. No, I think they were not signed until the next day, the last day when I came home; I think it was the last day that we went there, and the first day we did not accomplish anything.

Q. And that night you went to Jersey City?

A. Yes, sir, and the following day my impression is we did this; that is, we then had concluded to sign the bonds, and we signed them and it was the close of the day before we consum'ated it.

Q. Well, Mr. Littell was present and Mr. Hening when the bonds were signed?

A. Yes, sir; we were all three together.

Q. How long did it take you to sign those bonds?

A. I cannot say, but it took quite some time, long enough to sign two hundred.

Q. Don't you remember whether it was an hour or two hours?

A. No, sir.

Q. Were you present when the bonds were registered?

262 A. No, sir.

Q. Do you know when they were registered?

A. I don't know that.

Q. Don't you know about their being registered from your persona knowledge?

A. Well, all I know about the registry of the bonds is that they were sent to Newark, as I understood it.

Q. Signed, were not they?

A. They were all ready to register.

Q. Well, they were signed when they were sent?

A. Yes, sir, certainly; they were ready to register. My impression is that my son took them there.

Q. That your son took them?

A. That is my impression, but I don't know.

Q. Did he take them to the clerk or to Messrs. Parker & Keasbey?

A. I don't know, sir.

Q. You have no recollection about that?

A. No, sir.

Q. Where did your son take them from, New York or Montclair?

A. Oh, they were in New York.

Q. And he took them from New York?

A. I think so.

263 Q. Before you got through with the business in New York?

A. When we got the bonds signed and exchanged we were through.

Q. And then he took the bonds and started to Newark with them?

A. We had nothing to do with the bonds after we had made the sale and had the income bonds.

Q. You say your son, you think, took *took* the bonds to Newark to be registered; that was after they signed that he took them from New York?

A. I don't remember that positively; that is only my impression; that is a point I had nothing to do with. I understood the matter to be that the railroad company would be responsible for seeing that the bonds were registered; they were worthless until they were.

Q. You remember that?

A. I remember that.

Q. Perfectly, and you remember that the bonds were sent over to Newark by somebody, as soon as they were signed, to be registered?

A. Well, that is my understanding of it at the time.

Q. Was the interest paid on the bonds that you got from the company—the income bonds?

264 A. Well, it was paid for some two or three years. The coupons of the town bonds was produced on them as payment.

Q. The coupons of the town bonds were produced as payment of the interest of the income bonds?

A. Yes, sir.

Q. For how long a time was that?

A. I cannot say, but some two or three years, I think.

Cross-examined by Mr. McCARTER:

Q. Who produced those coupons?

A. Well, Mr. Hening had the custody of them. He got the bonds and he got the coupons of the town bonds from the railroad company.

Q. And that paid the interest of the town bonds?

A. Yes, sir.

Q. And those coupons were exchanged for the coupons of the income bonds?

A. Yes, sir.

Q. Was there any money passed at all?

A. No, sir.

Q. It was just an exchange of coupons?

A. Yes, sir; there was no money passed.

Q. What was the name of your son that you speak of that went

265 over to Newark to have the bonds registered?

A. Daniel V. Harrison; he was one of the trustees—one of the parties to be the holders of these town bonds.

Q. He was one of the parties that controlled the issue of the bonds?

A. Yes, sir; I don't know that that is so, but that is my impression.

Q. Where is he?

A. He is out in the State of New York somewhere.

Q. When did he go?

A. When did he go there?

Q. Yes.

A. Oh, he has business there.

Q. Yes, but when did he go there; does he live there?

A. No, sir.

Q. He lives in Montclair township?

A. He lives right there; yes, sir.

Q. Now, there is one question I omitted to ask you before, accidentally—whether you were ever paid for the services you rendered in this business?

A. All we ever received from it, we made out a bill of three dollars a day for the actual meetings that we had; it did not amount to but a mere cypher for the three commissioners. My impression is

266 twenty dollars, perhaps, is all the money we ever received.

Who paid that?

A. The township; we made it out to the township.
Q. Did the township pay it?
A. Yes, sir.
Q. Did the railroad company pay you for any services?
A. No, sir.
Q. Who paid you for going around and getting the signatures?
A. Nobody.
Q. Did you present a bill for it?
A. No, sir.
Q. You never asked any pay for that?
A. No, sir.
Q. That's all.

And thereupon plaintiff's counsel called and had duly sworn HIRAM B. LITTELL, who testified as follows:

By Mr. RANSOM:

Q. You were one of the commissioners for the township of Montclair for the bonding?
A. Yes, sir.
Q. And you acted as such commissioner with Harrison and Hening?
A. I did.
267 Q. Look at this bond No. 144; state if that is your signature as such commissioner.
A. That is.
Q. And the signature of Mr. Hening?
A. I would not swear, sir, that Mr. Hening signed that, but I think it is his signature, because we all signed together.
Q. You have seen him write?
A. We all signed them, I think.
Q. You believe that to be his signature?
A. I believe so.
Q. Mr. Hening signed the coupons, or you believe that to be his signature?
A. I think he signed them in my presence.
Q. Well, the question is, whether it is his signature?
A. I should think it was, comparing the two.
Q. And that is so, Mr. Littell, in regard to the signatures of all the bonds—for the whole issue of the bonds—you and Hening and Harrison signed all the bonds at one issue at that time?
A. My impression is we sat at a table and signed them and passed them over for one to another.
Q. Let me ask you whether Mr. Hening's signature is first, Mr. Harrison's next, and yours last?
A. Yes, sir.
268 Q. And that is the order in which they were signed?
A. Yes, sir.
Q. And all at one time?
A. Yes, sir.
Q. When were they signed?
A. They were signed on the 18th of March.
Q. Where?

A. In New York.
Q. Where in New York?
A. At the office of the Montclair Railroad Company.
Q. Who was present?
A. The three commissioners and Mr. Pratt, and there was other gentlemen in the room, but I could not name them.
Q. Were they signed the same day as you went to New York?
A. No, sir.
Q. In reference to your going to New York, what day were they signed?
A. We went to New York on the 17th, and they were signed on the 18th.
By Mr. McCARTER. There are two dates to them.
Q. The bonds were all date' the 17th, were not they?
A. I could not tell you.
269 Q. Well, they are, as a matter of fact. Was that change, or apparent change, in the words—in the date of these bonds—at the time seen by you?
A. Our attention was called to that change, but when it was made I can't tell you.
Q. Was it actually there when you signed the bonds?
A. Yes, sir.
Q. What was done with the bonds after they were signed?
A. They were sold.
Q. To whom?
A. I could not name the man.
Q. Do you know when the bonds were registered?
A. I do not.
Q. Do you know that they were registered?
A. I do not.
Q. Were they delivered to anybody for the purpose of being registered, to your knowledge?
A. Not to my knowledge.
Q. What have you to say in regard to some special arrangement made with the railroad company in reference to the deposit of those bonds with the U. S. Trust Company after they were sold?
270 A. There was an impression in the community that if the town issued the bonds before the railroad was built they might possibly lose their money and not get the road, and that opinion that was entertained on the part of some of our townspeople was known to the commissioners, and we were not willing to issue the bonds until we knew the work would be done by the railroad company in the township of Montclair, as far as the fund was necessary to build it, or between Montclair and New York, for that portion of it.
Q. That is in regard to the impression in the community. Now, go on, if you please, with the other branch of the question. What was done with the bonds, or what arrangement was made—and give us the facts in regard to that—with the railroad company for the deposit of the bonds with a trust company?
A. Mr. Harrison and Mr. Pratt have both stated the facts in relation to that, and I have nothing to add to that.

Q. You adopt their statement in that regard?
A. Yes, sir.
(Objected to.)
271 Q. The road was completed, was it?
A. Yes, sir.
Q. When did it go into operation?
A. I could not answer that.
Q. About when?
A. Well, it took a couple of years to complete it, I think.
Q. You think it went into operation about 1872?
A. 1872 or '73.
Q. And continued in operation ever since?
A. Yes, sir.
Q. And is in operation now?
A. Yes, sir.
Q. Built through the town of Montclair?
A. Yes, sir.
Q. That is all.

Cross-examined by Mr. McCARTER:

Q. Are you acquainted with the handwriting of Mr. Hening?
A. No, sir.
Q. Nor you did not see him write these coupons?
A. No, sir; in relation to the coupons, I would say—— (Stopped.)
272 Q. That's enough, sir; that's enough. When did you go to New York for the purpose of doing that business?
A. The 17th of March.
Q. On the 17th of March?
A. Yes, sir.
Q. When, with reference to that date, had the assessor's affidavit been obtained?
A. I don't know that I can tell you that, sir; I don't think I remember.
Q. Who was the assessor that gave the affidavit?
A. Mr. Van Gieson.
Q. His first name?
A. Arzy Van Gieson.
Q. Arzy E. Van Gieson, is it not?
A. I think it is, sir.
Q. Did you have anything to do with the procuring of the assessor's affidavit?
A. No, sir.
Q. I see his affidavit on the original consent is dated the 17th of March, 1870?
A. Yes, sir.
Q. That was the day on which you went to New York to close the business?
A. Yes, sir.
Q. Do you know how long before that Mr. Van Gieson had been elected assessor?
A. I do not.
273 Q. Who had been the former assessor?

A. I think Mr. Zenas S. Crane.

Q. When you say you think, do you mean you have any doubt about it?

A. If I knew the year Bloomfield Township was divided from Montclair I could tell.

Q. It was set off in 1868?

A. Then it was Zenas S. Crane.

Q. He was assessor up to the time Mr. Van Gieson was appointed?

A. Yes, sir.

Q. Was it not a fact within your knowledge that Mr. Crane was unwilling to give the necessary certificate to the issuing of these bonds?

A. Well, I did not know it from any information I got from Mr. Crane, but there was a rumor that he did not wish to give it.

Q. Did not you know from the agents of the railroad company?

A. I don't know how I got it, but I knew that he was opposed to giving it, but I don't know how I knew it.

Q. What assessment roll did the commissioners use to determine the amount the 20 per cent. called for by the act?

274 A. As far as I acted as an individual I took the certificate of the assessor. I had nothing to do with the assessment roll.

Q. The certificate of what assessor?

A. Mr. Van Giesen.

Q. Then you did not do anything on that subject except to take the certificate of the assessor?

A. I understood that was all the law required of me.

Q. Do you know what assessment roll he used to make it up?

A. I don't.

Q. The act says "It shall be lawful for such commissioners to borrow on the faith and credit of the township, town, or city such sum of money not to exceed 20 per cent. of the valuation of the real estate or landed property of such township, town, or city;" now, do you know how that 20 per cent. was arrived at?

A. I think there is an article there which says it shall be based upon the certificate of the assessor.

Q. At all events you did act upon the certificate of the assessor for that?

A. Yes, sir; we took the assessor's opinion upon that.

275 Q. On the 17th you say you went to New York; did you go there on that day?

A. Yes, sir.

Q. Did you have any papers with you when you went?

A. What kind of papers?

Q. Any papers relating to this bonding business I should have said.

A. No, sir.

Q. You did not have the consents?

A. We had the certificate of the assessor.

Q. Yes; well, was not that endorsed on the consents?

A. I had nothing to do with getting the consents, and therefore I can't answer you.

Q. You say you had the certificate of the assessor; you can answer as to whether it was endorsed on the consents or on a separate paper?

A. On a separate paper.

Q. This paper you had was a separate certificate of the assessor?

A. Yes, sir.
Q. Who obtained that?
A. I can't tell you.
Q. Of whom did you get it?
A. I think that that came before the commissioners through Mr.
276 Hening, one of our number, but I would not be positive of that.
Q. Then, you disposed of the bonds on the same day that you signed them; on the 18th?
A. Yes, sir.
Q. To whom did you dispose of them?
A. I don't remember the gentleman's name.
Q. Did you ever see him before that occasion?
A. I did not.
Q. Nor since?
A. No, sir.
Q. Did you make any bargain with him?
A. Only such necessary bargain as that he was to take the bonds and pay for them.
Q. How did he pay for them?
A. By check.
Q. What did you do with the check?
A. We used the check in purchasing the railroad bonds.
Q. Of the railroad company?
A. Yes, sir.
Q. Had this arrangement all been agreed upon beforehand?
A. I think that the commissioners understood through the railroad officials in some way that they had a man who was ready to buy the bonds when the commissioners were ready to issue them.
277 Q. Did you understand that that man was ready to buy the bonds and give his check for $200,000, and still that he would consent that the bonds should be deposited in trust?
A. Yes, sir; that was the understanding, because we would not issue them in any other manner.
Q. Then you did not sell them out and out to this man?
A. Yes, sir; we did.
Q. But you retained the control of them?
A. We sold them under the condition that they were to be kept in trust by the three individuals that we named.
Q. And where were they kept?
A. In some trust company.
Q. And that was part of the bargain when you first agreed to dispose of them?
A. That was part of the bargain with the man that we disposed of them to.
Q. It was not talked of with this man that day, was it?
A. No, sir.
Q. Then how did you know it was part of the bargain with him?
A. I don't know as I can answer you.
Q. Was it part of the bargain with him?
278 A. I can't answer that question.
Q. Had not the bargain been made with the agents of the railroad company before the transaction was consummated?

A. What bargain?

Q. The bargain that they were to find a buyer, and that the bonds were to be sold subject to the control of these three gentlemen you have spoken of?

A. Well, the railroad folks found us a purchaser for the bonds, and they found a purchaser under this condition, and brought him to their office. That is all I know.

Q. You did not borrow any money of anybody?

A. No, sir.

Q. As commissioner, now, Mr. Littell, had the bonds been registered?

A. I don't know; my impression is they had not been.

Q. Was anything said about that—about procuring their registration?

A. I am not sure of that.

Q. You turned round with the check you received and bought the income bonds at par?

A. Yes, sir.

279 Q. Did you take any pains to inquire what the income bonds were worth in the market?

A. Personally, I don't know as I did.

Q. Were they secured in any way by any mortgage or pledge as a lien on the road?

A. I could not answer you.

Q. You did not know at the time whether they were or not.

A. I could not answer that question; it was too long ago.

Q. Don't you know, Mr. Littell, as a matter of fact, that they were not secured?

A. Well, as the railroad has all gone to smash, they were not secured.

Q. Did you take any pains to find out at that time?

A. Well, I can't tell you what we did in relation to that point?

Q. Well, did the township ever get anything for them?

A. They got the interest for three years.

Q. How did they get that? Describe that process, please.

A. The commissioners appointed Mr. Hening a committee of one

280 member to receive and pay the interest on those bonds, but how he done it I don't know. He brought back to the commissioners the coupons of the town bonds.

Q. Yes, sir.

A. And the receipt for the interest on the town bonds, and the coupons for the other.

Q. That is, they paid the income bond coupons he held with the others.

A. I don't know how he done it.

Q. No money passed through his hands at all, did there?

A. I don't know.

Q. You don't know it did not?

A. I don't know whether it did or did not. He was appointed a committee to attend to that particular part of the duties of the commissioners, and it was left entirely to him, and I don't know what he done except by report.

Q. Did you take any pains to inquire at the time you made this arrangement what price the income bonds could be bought for in the market?

A. Personally, I did not.
Q. Did anybody?
A. I don't know.
281 Q. Did you know whether there was a mortgage, a series of mortgage bonds, on the railroad at that time?
A. Personally, I did not. I heard there was mortgage bonds, but personally I knew nothing about it.
Q. You did not know personally about it?
A. No, sir.
Q. Did you try to get mortgage bonds for the town bonds, or in exchange for the town bonds?
A. No, sir.
Q. Except the interest paid as you have described, did the township ever realize anything on those bonds?
A. No, sir; only they received the railroad for which they were issued.
Q. You mean the railroad was built?
A. We received the railroad; that was what we expected to get.
Q. That's what you expected to get, perhaps?
A. Yes, sir.
Q. Was that all you expected to get?
A. No, sir; we expected the bonds to be paid.
Q. Then you expected to get $200,000?
A. Yes, sir.
282 Q. And you never got anything except the interest you spoke of?
A. That is all.
Q. And no interest was paid on the income bonds except what served to pay the interest on the town bonds?
A. No, sir.
Q. Who furnished that money?
A. I don't know.
Q. At the time you signed those bonds in New York, were you aware that an injunction was being applied for?
A. Yes, sir.
Q. Were you served with an injunction?
A. Not until after the bonds were issued.
Q. When were you served with the injunction?
A. On the evening of the 18th of March.
Q. Where?
A. At Montclair, at my house.
Q. You went home that night?
A. Yes, sir.
Q. Did the other commissioners go home, do you know?
A. I don't know?
283 Redirect:
Q. Did I understand you rightly, Mr. Littell, to say, in cross-examination to Mr. McCarter, that you did not see Mr. Hening sign the bonds?
By Mr. McCARTER. No, he did not say that.
By Mr. RANSOM. He did not say that?
By Mr. McCARTER. I did not understand him to say so. I don't know how you understood him. He said he did not see him sign the coupons.

By Mr. RANSOM. That's what I understood him to say to me, that he did not see him sign them, but that it was his signature to them he believed.

284 By Mr. MCCARTER. He said, on cross-examination, that he was not acquainted with his signature, but he believed that he signed the coupons on the bonds.

Q. Do you say now that you are not acquainted with Mr. Hening's signature?

A. I am not acquainted with it.

Q. But you had seen him write?

A. I don't know that I ever saw him write.

Q. You saw him write when these bonds were signed. You said that you all sat at the same table together?

A. I stated that we were seated at the same table, and the bonds were passed from one to another as we signed our names, and I may have seen him sign his name?

Q. You were all seated at the same table, signing your names to the bonds?

A. Yes, sir..

Q. And after the bonds were signed you saw them?

A. Yes, sir.

Q. And they appeared to have been signed by Mr. Hening?

A. Yes, sir.

285 Q. And they were then in the personal custody of yourself, Mr. Hening, and Mr. Harrison?

A. Yes, sir.

Q. And had been from that time until that moment?

A. Yes, sir.

Q. And you have no doubt of the genuineness of that signature of Mr. Hening to the coupons, have you?

(Objected to.)

Q. Look at that bond (handing witness a bond). That is one of the bonds that you had at the time they were signed by yourself, Mr. Hening, and Mr. Harrison, is it not?

A. Yes, sir.

Q. Now, I will ask you again, these two hundred bonds were signed then and there by you three gentlemen at that same table, were they?

A. Yes, sir.

Q. And after they were all signed, you saw them?

A. Yes, sir.

286 Q. Now, sir, is that Mr. Hening's signature, made at that time, according to your belief?

A. Yes, sir.

Q. And is that his signature to the coupon?

A. Yes, sir. Comparing the two together, I should say that was Mr. Hening's signature.

Q. You have been asked, Mr. Littell, about the service of an injunction upon you after these bonds had been disposed of. What became of that injunction?

A. I don't know, sir. All I know of it was the service of it.

Q. You never heard of it afterwards?
A. No, sir.
Q. There never was any prosecution of that suit that you know of?
A. Not to my knowledge, sir.
Q. That's all.

Recross:

Q. Did the commissioners employ counsel to defend that suit?

A. The commissioners passed a resolution at one of their meet-
287 ings that Mr. Hening be empowered to employ counsel, and that is as far as they did anything.

Q. Was counsel employed?
A. I could not answer that.
Q. Why did the commissioners do that?
A. I don't know as I can tell that now; it is so long ago—the motive that induced us.
Q. Did the commissioners answer the bill of complaint on which the injunction was founded?
A. They did not.
Q. Did not you sign an answer?
A. Never.
Q. Do you swear to that?
A. I have no recollection of it. If I did it has passed from my recollection.
Q. Don't you know the fact that Mr. Cortlandt Parker prepared an answer for the commissioners?
A. No, sir; I don't know it.
Q. You did not employ him?
A. No, sir.
Q. Do you know whether any of the other commissioners employed him?
A. No, sir; I stated that we had left that to Mr. Hening; he may have done it or he may not.

288 Q. Were any funds that came into the hands of commissioners appropriated to the payment of counsel?

A. No, sir.
Q. One more question; what time of the day did you get through signing the bonds?
A. Well, to the best of my recollection it was about noon; it might have been one o'clock.
Q. How long did you remain after that?
A. I did not remain any time after that.
Q. You left?
A. Yes, sir.
Q. Had the coupon bonds then been signed?
A. Yes, sir.
Q. The coupons?
A. Yes, sir.
Q. By Mr. Hening?
A. Yes, sir.
Q. When were they signed?

A. I don't know, but they were signed before the bonds were signed.

Q. That was the way of it, eh?

A. The commissioners authorized by vote Mr. Hening to sign the coupons.

Q. And that had been done before the bonds were signed?

A. Yes, sir.

289 And thereupon the plaintiff's counsel had recalled and duly sworn, JULIUS H. PRATT, who testified as follows:

By Mr. RANSOM:

Q. You wanted to make some correction in your testimony, that is one of the objects of my calling you back to the stand; you can make your correction now.

A. I stated according to the best of my knowledge that the date of the sale of those bonds was on the 19th. I did that without having had access to the books or papers, or anything that would refresh my memory. Since I made the statement, however, I have had an opportunity of referring to some papers that satisfied me that I was mistaken. The date of the sale was on the 18th.

Q. Were the bonds at the time they were signed, or rather at the time they were sold, registered?

A. It was my impression that they were. I should have said so.

Q. Was there anything said at that time by the commissioners to you or the railroad officials upon the subject of their being registered?

290 A. I don't recollect it.

Q. You don't remember whether there was any authority given by the commissioners to you to have them registered or not?

A. I do not.

Q. At the time of the delivery of the income bonds to the commissioners upon their sale, as has been described, were there any mortgages upon the road?

A. I think there was none.

Q. How many of the income bonds—what amount had been subscribed for and paid for to the company at that time?

A. I can't say what it would be up to that time, but they had been subscribed for to the amount of $500,000 by friends of the enterprise—the directors and their friends—of which $300,000 was paid in cash; those were subscribed for at par, and that was about this time, but I can't say whether they were paid for before or after; all the sales of those bonds were made at par.

Q. What became of the money; did it go into the road?

A. Yes, sir.

291 Q. And was it used in constructing it?

A. Yes, sir.

Q. When did that road go into operation?

A. It went into operation in the summer of 1872, in the fall, rather.

Q. And has been in operation ever since that time?

A. Yes, sir.

Q. You have said you knew Mr. Hening in his life-time?

A. Yes, sir.

Q. Are you acquainted with his handwriting and signature?

A. Yes, sir.

Q. Look at this bond (handing witness bond of township of Montclair).

(Mr. McCarter stated he did not think it was worth while going any further on the question of Mr. Hening's signature; that no point would be made about the fact as to whether Mr. Hening's signature was genuine or not.)

Q. Then, that's all.

Cross-examination by Mr. McCARTER:

292 Q. To what papers did you refer that enabled you to correct yourself about the date?

A. A receipt in the hands of Mr. Littell, signed by myself?

Q. You say that there was no mortgage on the road at the time the income bonds were issued to the township?

A. I only give my impression.

Q. Well, there was a mortgage put on afterwards?

A. Yes, sir.

Q. And the bonds under that mortgage had precedence over the income bonds?

A. Yes, sir.

Q. Those income bonds were not secured?

A. Those bonds only guaranteed the net income of the road; they were a kind of preferred stock, that is all; they were not first mortgage bonds.

By Mr. RANSOM. I now offer the bonds and coupons which are described in the declaration in evidence, and ask to have them marked; some were marked from H 1 on.

293 By Mr. McCARTER. We desire to make an objection to the admission in evidence of the bonds on the ground that the plaintiff has not proved the authority of the commissioners to execute these bonds; that they may be one of the questions to be passed upon by the jury, and it may be proper that the bonds should go to the jury as one of the means of their passing on that question. We don't desire to waive that objection by not objecting to the bonds now. We do object to the bonds going in evidence on the ground that the plaintiff has not proved the proper authority on the part of the commissioners to execute them on behalf of the township, and the court might say perhaps that there is evidence

294 on this subject on which the jury should pass. We don't like to let that point go by, and it is subject to one objection, the bonds are admitted, if they are admitted.

By the COURT. The bonds are admitted. You can take any objection to them that you desire.

To which ruling of the court the defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

And thereupon the bond No. 109 was read to the jury, with its endorsements, as follows:

UNITED STATES OF AMERICA.

[Engraving.]

STATE OF NEW JERSEY, ESSEX COUNTY.

No. 109.] TOWNSHIP OF MONTCLAIR. [$1,000.

In pursuance of an act of the legislature of the State of New Jer-
295 sey, approved April 9th, 1868, entitled "An act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company.

Know all men by these presents that The Inhabitants of the Township of Montclair, in the County of Essex and State of New Jersey, hereby, for value received, acknowledge themselves indebted to Samuel Holmes, or bearer, in the sum of one thousand dollars in lawful currency of the United States of America, which sum of money the said corporation promises to pay on the first day of November, 1883, at the National State Bank of Newark, with interest thereon at the rate of seven per cent. per annum, payable on the first day of May and November in each and every year, on presentation and surrender of the annexed coupons as they severally become due at the said National State Bank of Newark. Interest on this bond to cease at its maturity.

(Across the face in red ink:) $1,000.

(On left margin:) 1,000 dollars. Registered in the county clerk's office. H. T. Dusenberry, clerk of Essex County.

(On right margin:) 1,000 dollars.

In witness whereof the commissioners for the township of Mont-
296 clair, appointed in pursuance of the provisions of said act, have hereunto set their hands and seal respectively to be hereunto affixed this 17th day of March, 1870.

R. M. HENING, [L. S.]
JARED E. HARRISON, [L. S.]
H. B. LITTELL, [L. S.]
Commissioners for the Township of Montclair.

[25 c't U. S. int. rev. stamp; cancelled. Montclair com'rs. M'ch 17, '70.]

Coupon. [$35.

The Township of Montclair, in the county of Essex & State of New Jersey, will pay the holder thereof, on the 1st day of Nov., 1883, thirty-five dollars, on presentation at the National State Bank of Newark, being semi-annual interest on bond.

No. 109.] R. M. HENING,
Chairman of the Commissioners.

(Across the face in red ink:) $35.

17 coupons annexed.

(Endorsed:) State of New Jersey, Essex County, township of Montclair. Bond. No. 109. $1,000. Interest payable May 1st and November 1st at the National State Bank of Newark, New Jersey.

297 And thereupon the plaintiff rested his cause.

And thereupon the defendants' counsel, having opened his cause in support of the issue on its part, called JOSEPH K. OAKES, a witness produced on the part of the aforesaid defendant, who, being sworn, testified as follows:

Direct examination by Mr. MCCARTER:

Q. Where do you live?
A. Bloomfield.
Q. How long have you lived there?
A. Most of my life-time.
Q. Were you assessor of the township of Bloomfield in 1867?
A. I was.
Q. (Handing witness a book.) Have you taken any means, Mr. Oakes, to ascertain whether the persons signing the consents to bond the township of Montclair represented two-thirds of the taxable value of the real estate of that part of the township which is now Montclair?
A. I have.

298 Q. What did you ascertain to be the fact in that respect, Mr. Oakes? Don't answer the question until the objection is made. (Objected to.)

Thereupon defendants' counsel offered to show by this witness that the persons whose names are appended to the consents, and which were put in evidence by the plaintiff in this case, did not represent two-thirds in value of the taxable real estate of the township of Montclair; which offer, having been objected to by plaintiff's counsel, the court overruled said offer, and excluded the evidence offered, to which ruling and decision of the court the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Thereupon defendants' counsel further offered to show by this witness that the written consent of persons owning, or representing as agent

299 or president, at least two-thirds of the real estate and landed property in the township of Montclair, borne on the last assessment roll at the value thereon appearing, had not been obtained before the issuing of these bonds; which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded; to which ruling and decision of the court the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Thereupon defendants' counsel further offered to show that the written consent of persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, borne on the assessment roll for the township of Bloomfield for 1867, was not obtained before the issuing of these bonds; which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court

300 the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Thereupon defendants' counsel offered to show that there was a deficiency in such consent mentioned in the last offer, relating to the Bloomfield assessment roll, amounting to ninety-six thousand six hundred and twenty dollars; which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Thereupon defendants' counsel offered to show that the statute requirements preliminary to the issuing of the bonds were not complied with; which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and
301 decision of the court the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Thereupon the court stated that all these offers were overruled on the ground that at this stage of the proceedings the defendants were estopped by the acts of their officers from raising this defence, to which ruling of the court the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Q. Were you aware of the pendency before the legislature of an act which authorized the bonding of the township in aid of the Montclair Railroad Company?

A. I was.

Q. Before its passage?

A. Yes.

302 Q. Were you present at a meeting that was held on that subject?

A. I was at Bloomfield.

Q. What kind of a meeting was it?

A. A public meeting of the citizens to hear statements——

(Interrupted.)

(Objected to.)

By Mr. McCARTER. We offer to show by this witness that while the act of 1868, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railroad," was pending in the legislature, previous to its passage a public meeting of the inhabitants of Bloomfield was held for the purpose, amongst others, of protesting against the including of Bloomfield within that act. At that *at that* meeting the officers of the railway company came and assured the persons present publicly that Bloomfield should be exempt from the operation that act.

303 By Mr. RANSOM. We object to that for the reasons heretofore stated.

By the COURT. Is that your offer?

By Mr. McCARTER. Yes, sir.

By the COURT. Why do you offer that?

By Mr. McCARTER. Why we offer it is because we think it will help

our case. If it is not legal and is objectionable, the court must pass upon it. I desire to prove it as one of the steps by which we undertake to establish to the jury the fraudulent character of the whole transaction. Of course, fraud is a matter that is proved very much by circumstantial evidence, and by putting this and that circumstance together; and I offer to show to this jury that the officers of this railway company came
304 to that public meeting in the township of Bloomfield and assured the citizens of that place that Bloomfield should be exempt from the operations of that act.

By Mr. RANSOM. We object to the evidence offered, on the ground that it is entirely irrelevant, and in the second place, because it is utterly incompetent.

Whereupon the court overruled and excluded the said evidence, to which ruling and decision of the court the defendants' counsel prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Thereupon defendants' counsel had called and duly sworn ZENAS S. CRANE, who testified, as follows:

Direct examination by Mr. MCCARTER:

Q. Where do you live, Judge Crane?

305 A. In Montclair.

Q. Have you lived there ever since the township was created?

A. Yes, sir.

Q. Were you assessor of the township of Montclair at any time; and, if so, when?

A. In the township of Montclair I was assessor, in the years 1868 and 1869.

Q. And you ceased to be assessor when?

A. In 1869 was the last.

Q. That was your last year?

A. Yes, sir.

Q. But you remained there until the spring?

A. Yes, sir.

Q. You held it for two years?

A. Yes, sir.

Q. Then you held it until the spring of 1870?

A. Yes, sir.

Q. Did you, while you were assessor, in the year 1870, make an examination to ascertain whether certain persons who had signed consents to bond the township represented two-thirds of the taxable value of the real estate of the township?

A. I did, sir; prior, however, to the spring of 1870.

Q. You did, before the spring?

A. I think it was in the fall previous.

Q. How did you come to do it?

306 A. I was called upon by a gentleman by the name of Mr. Hennings, for to examine the list of persons whose names he had, to see what they amounted to.

Q. By the assessment roll?

A. He had a list of names said to have been the names of parties who

signed for bonding the township, and I compared that with my assessment roll.

Q. Did you ascertain whether these signers represented two-thirds of the taxable value of the inhabitants of the town?

(Objected to.)

By Mr. McCARTER. What we propose to show is, that the signers of this consent produced here did not comply with the act. We propose to show that the persons who signed these consents did not represent two-thirds of the taxable value of the inhabitants of the township. We propose to show further by this witness that these consents were brought to him and he was requested to certify that they did represent
307 two-thirds of the taxable value of the property of the township and that he refused to certify because they did not.

(Objected to on the ground that the township is estopped from setting up that defence by the acts of its officers.)

By Mr. McCARTER. We now offer to show by this witness that no assessment roll was made by extracting from any assessment roll or rolls for 1867 or 1869, either. All that relates to any assessments of persons or property in the territory embraced in the new township.

Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court the defendants prayed an exception, and that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

308 By Mr. McCARTER. We offer to show that the consents which have been put in evidence by the plaintiff in this case—the signers of these consents do not represent two-thirds of the taxable real and landed property of the township of Montclair, borne on the assessment roll of 1869, by a deficiency of over $17,000.

Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Q. I believe we have no other questions to ask this witness.

By Mr. RANSOM. We have no questions.

309 Thereupon defendants' counsel called and had duly sworn ARZY E. VAN GIESON, who testified as follows:

Q. By Mr. McCARTER. Were you the assessor of the township of Montclair in 1870?

A. I don't know, sir, what year I was first elected.

Q. Do you know whether you were ever assessor of the township of Montclair?

A. Yes, sir; I succeeded Mr. Crane.

Q. You succeeded Mr. Crane?

A. Yes, sir.

Q. Can you state on what day of the month the annual town meeting is held in Montclair Township?

A. I don't know that I can, positively.
Q. Were you elected at the regular town meeting?
A. Yes, sir.
Q. When Mr. Crane ceased to be assessor?
A. Yes, sir.
Q. How long did you serve?
A. I don't know, sir, whether it was four or five years, but it was one or the other of them.
Q. Do you know when first after your election you took your oath of office as assessor?
A. I don't.
Q. (Handing witness the consents. Witness is shown eight affi-
310 davits purporting to be signed by him, endorsed on the consents pro duced in this case.) Did you make those affidavits?
A. I don't know that I understand your question.
Q. Did you sign them?
A. Yes, sir.
Q. And swore to them?
A. Yes, sir.
Q. How did you ascertain the facts which you there testified to?
(Objected to.)
By Mr. McCARTER. I propose to show this witness did not, in ascertaining the facts to which he certified, pursue the course pointed out by the statute.
Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendant's counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

311 Q. Who brought these papers to you for your signature?
A. They were in the rooms occupied by the town committee when I went in. I don't know who brought them there.
Q. You say "they were." Who were?
A. Well, you must give me time to consider.
Q. Well, sir, you are postmaster; you may take all the time you want.
A. I don't think I can mention over three or four of them, but there might have been more.
Q. Well?
A. I think, if my memory serves me right, if I had known what I was called for I could have refreshed my memory by referring to books and papers, and give you a more correct answer, but I think there was Charles B. Mains.
Q. The justice of the peace before whom you swore?
A. Yes, sir; Jared E. Harrison was there, and R. M. Hennings was there, but I can't say whether there was any more or not.
Q. Were there any more there?
A. I don't know.
Q. Was Mr. Spaulding there?
A. I don't think he was.
312 Q. Or Mr. Pratt?

A. I think not.
Q. Or Mr. Dwight?
A. I think not.
Q. What is your recollection about it?
A. I don't recollect their being there; they might have been there; I don't say positively one way or the other.
Q. Did you extract from any assessment roll of the township of Montclair or the township of Bloomfield, the valuation of taxable real estate in the township of Montclair for the purpose of making this affidavit?
Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

By Mr. McCARTER. I offer to prove by this witness that he
313 made the affidavits in this case without having extracted from any assessment roll the taxable value of the real estate to enable him to determine whether the signers of the consents represented two-thirds or not. It is another form of the same offer, but I want it to appear in this form.
Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

By Mr. McCARTER. I further offer to show that no such extract was used by the witness for the purpose of making the affidavit.
Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendants' counsel prayed an exception, and
314 that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Q. Did you give to the commissioners, Hening, Littell, or Harrison, or either of them, a separate certificate as to the proportion of the taxable or landed value which was represented by this consent?
Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Q. Did you state on what day you were sworn into office?
A. I did not, sir.
Q. You don't remember?
A. No, sir.
By Mr. McCARTER. We offer to show by this witness that on
315 the 16th of March, 1870, and before he was sworn into office as assessor he gave to these commissioners a certificate in regard to the value of the taxable real estate in the township represented by the

signers of the consents. The witness is here, and we cannot show by him when he was sworn in, but we propose to follow it and show that he was sworn in after he gave such certificate.

Which evidence, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Q. Who paid you for the service of making these affidavits?
A. I never received any.
Q. That's all.

316 Mr. BARKER GUMMERE, for plaintiff, offered in evidence a calendar, wherein it appeared that the second Monday in March was the fourteenth day of that month—that being the day on which the town meeting for the town of Montclair was held in the year 1870.

By Mr. MCCARTER. I offer now in evidence an exemplified transcript of the record of the suit commenced in the court of chancery of New Jersey, wherein William Frame is complainant and Robert M. Hening, Hiram B. Littell, and Jared D. Harrison, and the Montclair Railway Company are defendants. The record consists of the bill filed on the 16th day of March, 1870; the bill and affidavits of William Frame, the complainant, James Bacron, and Zeans S. Crane, annexed to the bill; an order for an injunction, signed by A. O. Zabuskie, chancellor, dated the 16th
317 day of March, 1870, and filed on that day; the affidavits of the deputy sheriff of the county of Essex showing service of the injunction on the 19th of March, when it was served on Mr. Hening and Mr. Harrison; then a writ of injunction dated the 17th of March, and affidavit thereon of William Frame showing service of the injunction on Hiram B. Littell on the 18th of March, 1870; a writ of subpœna addressed to the defendants, with the return of the sheriff, served on the defendants on the 19th of March, 1870; the answer—joint and several answer—of Robert M. Hening, Hiram B. Littell, and Jared D. Harrison to the bill of complaint, which is sworn to by all the defendants; an additional affidavit of Robert M. Hening, one of the defendants, annexed to the answer; the answer of the Montclair Railway Company to the bill of complaint, under the seal of the company, attested by J. H. Pratt, president—both of the answers being put in by Parker and Keasbey,
318 solicitors and of counsel for the defendants; annexed to the answer of the railway company is the affidavit of Cortlandt Parker, proving the affixing of the seal of the company to the answer; an order dated April 17th, 1873, on motion of the defendants' solicitor, requiring the complainant to speed his cause; an order dated May 9th, 1873, reciting that the parties agree that the above-stated cause in the said court be dismissed without costs or damages to the complainant by the consent of the solicitors of both parties; that is the stipulation; then the order of dismissal of the bill without costs or damages to the complainant, dated the 20th day of May, 1878; the certificates of authentication to the record, being certified to by the clerk, and also a certificate of Theodore Runyon, chancellor of the court.

By Mr. GUMMERE. It is mere repetition of what has been offered
319 before, and it has no bearing on the case, as all these things took place after the sale of the bonds; there was no service on the railroad or any notice given to the railroad of this matter until after the sale took place.

By Mr. MCCARTER. We offer this record for the purpose of showing, if the court please, that at the time of the date of this record all the allegations in regard to the character of this transaction which we have sought to prove were made known to the railroad company by implication, by the proceedings in this cause, by the service of the subpœna.

The court stated that the record would be admitted.

By Mr. MCCARTER. Having now put in evidence this record, I
320 now propose to renew those offers to put in testimony which were made seriatim yesterday and overruled by the court. If the court thinks proper and counsel desire it, I will renew those offers specifically and in detail.

By the COURT. Make a specific offer and I will rule on each one as they are offered.

By Mr. MCCARTER. I do not propose to make any different offers from those I made yesterday. My theory is that the admission of those papers will now render those offers less objectionable than they were before, and if the court require it I will endeavor to recite the offers which I made yesterday.

By the COURT. I have not changed my mind at all, not a particle with regard to the offers of testimony you made yesterday in this case.

321 (Counsel for plaintiff still objected to the admission of the record unless defendants' counsel would say that they intended to connect the plaintiff with it in some manner by testimony.)

By Mr. MCCARTER. I offer this record now as competent evidence in this case in the present condition of the testimony before the court without reference to its connection with the plaintiff in the case.

By the COURT. Then your offer will be overruled.

322 To which ruling and decision of the court defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

By Mr. MCCARTER. I shall contend in law that this testimony does affect the plaintiff in the absence of any direct testimony to connect. But I don't think I shall be able to connect the plaintiff with it by direct testimony.

By the COURT. I rule it out upon your distinct statement that you have no testimony to connect the plaintiff with it, except what is now in.

323 By Mr. MCCARTER. I did propose, however, to follow up this offer by renewing, if this had been admitted, the offers which were made yesterday and overruled upon the idea that the admission of this paper would renew the legal objections which existed to the admission of the testimony yesterday. But, of course, if this paper is not admitted I need not do that.

By the COURT. Do you intend to connect the plaintiff with the record outside of the testimony that you have already?

By Mr. McCARTER. All the testimony by which I can connect this with the plaintiff is that which I offered to prove yesterday.

By the COURT. And that was overruled.

324 By Mr. McCARTER. I offer in evidence an act entitled "Supplement to the act entitled An act to incorporate the Montclair Railway Company," page 407 of the laws of 1870. This supplement authorizes the Montclair Railway Company to extend its railway from one point to another point in the township of West Melford. It has other provisions it is not necessary to state, but the fact that the act was passed I want on record in this case. I believe, if the court please, the next step in our case will be to recall one of the complainant's witnesses to ask a question that was accidentally omitted in cross-examination. Is Mr. Littell in court, or Mr. Jared D. Harrison? Either one will do.

Thereupon defendants' counsel had recalled for cross-examina-
325 tion HIRAM B. LITTELL, who, being duly sworn, testified as follows:

Cross-examination by Mr. McCARTER:

Q. Mr. Littell, did the commissioners keep a record of their transactions?

A. They did.

Q. Look at that and see if that contains the record—that book? (Handing witness a book.)

A. It does.

Q. Does that record correctly state the transactions of the commissioners?

A. It is supposed to.

Q. What do you mean by your answer, it is supposed to?

A. It is intended to.

Q. Does it, as far as your knowledge goes?

A. Yes, sir.

Q. Who kept it?

A. I did.

Q. Were you clerk of the commissioners?

A. Yes, sir.

Q. What became of the income bonds which were received by the commissioners on the 18th day of March, 1870, in New York?

326 A. What became of them at the time, or what finally became of them, do you mean?

Q. What finally became of them?

A. They are in my pocket, sir.

Q. Are they here?

A. Yes, sir.

Q. Will you produce them?

A. (Witness produces the same.)

Q. Of whom did you get them?

A. I got them from the railroad company; do you mean me personally or the commissioners?

Q. You personally, I mean.

A. Mr. Henning handed them to me.

Q. When?

A. Just before his death.

Q. Well, I don't suppose the jury know when that was; I certainly do not.

A. Well, I don't know.

By Mr. BLAKE:

Q. Two years ago, was it not?

A. Two or three years ago.

Further cross-examination:

Q. Have you had them ever since?

A. Yes, sir.

Q. How many are there of them?

327 A. I don't know; I don't think I ever counted them since Mr. Henning gave them to me.

Q. How many were there in the first place?

A. I do not remember now.

Q. Are these all of them?

A. Yes, sir.

By Mr. GUMMERE. What do you mean by that—all that he received?

Q. All that you received, I mean.

A. Yes, sir.

By Mr. RANSOM:

Q. From Mr. Henning?

A. Yes, sir; Mr. Henning was appointed a committee to take charge of the bonds and deposit them in one of the banks of Newark, and just before his death he brought them to me and stated that the railroad company had failed and he didn't suppose they were of much account any way, and that I had better put them with the rest of the papers, and that is the way they came into my hands.

328 By Mr. MCCARTER. Witness produces bonds numbered 7 to 26, inclusive, which makes twenty of $10,000 each, making up $200,000.

Further cross-examination by Mr. MCCARTER:

Q. These are the bonds which were received in New York on the 18th day of March, on the day when you disposed of the township bonds?

A. They are.

Q. On the 18th of March, 1870?

A. Yes, sir.

By Mr. MCCARTER. I would like to put these bonds in evidence, if the court please.

(The bonds were marked A 1 to A 20.)

329 Q. You went home, I understand, on the afternoon of the 18th?

A. Yes, sir.

Q. Where did you go that afternoon?

A. I went home.

Q. Yes; where was the injunction served on you?

A. At my house.

Q. Did you go home by the ordinary route of travel?

A. Yes, sir.

Q. And what was that?

A. The Delaware and Lackwanna Railway.

Q. How near to your home did that take you?
A. About ten minutes' walk.
Q. Did you get out at the railway depot?
A. I did.
Q. Where was that?
A. At Montclair.
Q. Montclair Village or the township of Montclair, or whatever it is?
A. At the end of the road.
Q. The terminus of the Delaware, Lackawanna and Western Railroad?
A. It is what is known as the Bloomfield and Newark Road, but
330 it is worked by the Delaware, Lackawanna and Western Railroad.
Q. You went that route when you went home that day?
A. I did.

By Mr. RANSOM:

Q. What day was the injunction served on you?
A. On the afternoon of the eighteenth.

By Mr. MCCARTER. We offer in evidence the record kept by the commissioners of their action, on the ground that it is a part of the res gestæ of the issue of the bonds, showing their date and the authority under which the commissioners acted.

By the COURT. Do you propose to connect the plaintiff in regard to this transaction?

By Mr. MCCARTER. We have indirect evidence on that subject, sir.

By the COURT. Then it will be overruled; but if you pro-
331 pose to follow it up by any other evidence to connect the plaintiff I will consider your offer.

By Mr. MCCARTER. I now offer to show by this witness that the commissioners acted on the certificate of Arzy Van Gieson, as assessor of Montclair Township, in issuing these bonds, which certificate was made and bore the date prior to the time that Mr. Van Gieson was sworn into office as assessor.

(Objected to.)

By Mr. MCCARTER. And to that end I offer the official oath. Well, I withdraw the offer of the official oath for the present, because it is not proved, and we cannot have two witneses on the stand at once.

332 By Mr. RANSOM. That is objected to on the same ground that was taken yesterday and ruled upon by the court.

By the COURT. Do you propose to connect the plaintiff with that offer?

By Mr. MCCARTER. We are not allowed to do that, sir.

By the COURT: Your offer is overruled. And thereupon the court overruled and excluded the evidence so offered by the defendants' counsel, to which ruling and decision of the court defendants' counsel prayed an exception, and that his said exception might be sealed, and it is sealed accordingly.

JOHN T. NIXON, *J.* [L. S.]

By Mr. MCCARTER. I now offer to show that on the 16th of March, 1870, the commissioners, upon the certificate of the assessor that a
333 sufficient amount of the property owners had signed in favor of bonding the township, resolved thereupon to issue and dispose of

township bonds; and I propose to follow that offer by proof that the assessor was not sworn into office until the 17th of March, 1870. The court will see it is a little more specific statement of the same offer.

Plaintiffs' counsel objected on the same ground as stated heretofore.

And thereupon the court overruled and ordered the evidence offered by the defendants, to which ruling and decision of the court the defendants' counsel prayed an exception, and that the said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

334 Redirect examination:

Q. The village of Montclair is in the township of Montclair, is it not?

A. Yes, sir.

Q. How long after the income bonds had been delivered by the railway company to the commissioners, and passed into the hands of Mr. Henning, one of the commissioners, was it before Mr. Henning delivered them to you, as you have mentioned?

A. It was—well, a year, or a year and a half. It might possibly have been two years.

Q. During that time interest upon those bonds had been paid, had it not?

A. During part of that time, perhaps; but the whole of it, I cannot say about.

Q. Payments of interest were endorsed upon each one of the bonds, are they not?

A. Well, I have not seen them.

Q. You have not seen the endorsement?

A. No, sir; I stated yesterday that Mr. Henning had been appointed a commiss'er to see after that.

Q. I am not asking you that. How long have these bonds been in your possession?

335 A. Well, two or three years; three or four years.

Q. Didn't you ever see the endorsement on the back of the bonds?

A. I do not think I ever opened the package after Mr. Henning handed it to me.

Q. Now look at them. Do you see upon the back of each bond such endorsement? Just look and see.

A. I explained why I do not know——

(Interrupted.)

Q. Well, that is all in evidence, Mr. Littell. On the back of each bond you observe an endorsement of payment of interest, May 1st, 1870, May 1st, 1871, and May 1st and Nov. 1st, 1872; May 1st and Nov. 1st, 1873—no; I have commenced wrong. It is May and November 1st, 1870 and the first of those months in the following years, 1871 and '72, and May 1st, 1873, the last one being May 1st, 1873.

A. 1873 does not appear on this bond I have.

Q. Well, 1873 is on this one, I think. (Referring to one counsel had in his hand.)

A. May 1st and November 1st, 1872, appear to be on this bond.

336 (Referring to one witness had.)

Q. Let me look at that, and you look at this (exchanging bonds with witness). Now, look at these four bonds I show you, and see if the payment of interest on May 1st, 1873, is endorsed upon those.

A. It seems to be.

Q. Well, it is, is it not?

A. Yes, sir.

Q. In whose handwriting is the endorsement of the receipt of interest?

A. I don't know.

Q. Is it Mr. Henning's?

A. I don't know.

Q. Is it in your own handwriting?

A. No, sir. I stated yesterday that I do not know Mr. Henning's handwriting.

Q. We remember what you stated in that regard, and that stands as it is.

By Mr. RANSOM. Well, I deserve to have the endorsement on these bonds in the case.

By Mr. MCCARTER. The bonds are in, and, of course, the en-

337 dorsements with them.

By the COURT. Yes; of course.

By Mr. RANSOM. They are not specifically mentioned. I wish to mention them specifically, so that there be no mistake about them.

Q. You said an injunction was served on you, at your house, on the evening of 18th March, 1870?

A. Yes, sir.

Q. That was after your return from New York, where you had been to sign and dispose of the bonds?

A. Yes, sir.

Q. And after the bonds had been disposed of by the commissioners, as you have described heretofore?

A. Yes, sir.

Q. That is all.

Recross examination:

Q. What knowledge have you of any interest ever being paid on those bonds?

A. I received the money.

338 Q. From whom did you receive the money?

A. I will correct that answer.

Q. Yes, I thought likely you would.

A. By saying that Mr. Henning done that business by request of the commissioners, and he brought receipts for the money that he paid, and coupons to show that they had been paid.

Q. And that is all the knowledge you have that they are paid?

A. Yes, sir.

Q. Whose receipts were they?

A. I could not tell you who signed them?

Q. Then all the knowledge you have of any interest being paid on these income bonds is the information that Mr. Henning gave you?

A. Except that I received the cancelled coupons.

Q. You received what?
A. The cancelled coupons?
Q. Of what?
A. Of the town bonds.
Q. You received the cancelled coupons of the town bonds?
339 A. Yes, sir.
Q. Well, who paid those coupons?
A. Well, Mr. Henning had that in his charge.
Q. Do you know that he paid those coupons?
A. Not of my personal knowledge; only from what he told me.
Q. Did not he tell you the interest of the income bonds was exchanged for coupons of the town bonds?
A. I don't think he ever told me the modus operandi; I don't think he did.
Q. Did you not understand that that was the way it was done?
(Mr. Ransom objected to the witness giving his understanding.)
A. I understood that.
(Admitted.)
Q. That is all.

Thereupon the defendants' counsel had called and duly sworn
340 GEORGE W. POOLE, who testified as follows:

Direct examination by Mr. MCCARTER:

Q. You have stated that you were town clerk of the township of Montclair. (Handing witness a paper.) Look at that paper I show you, official oath of Mr. Van Gieson, assessor, sworn to upon the commencement of his term of office. Now, is that paper one of the papers of the township?
A. I do not recognize it as a paper of the township; that is, I have never noticed it particularly; but I should say it was, from the justice before whom it was sworn. I know his signature.
Q. You do not yourself identify the paper?
A. No, sir.
Q. What is the paper?
A.
(Objected to, as the paper speaks for itself.)
Q. Do you recognize it as an official paper of the township?
A. I recognize it as the form of the oath of the assessor.
Q. And what other circumstance do you recognize about it?
341 A. I recognize the justice's signature, but the paper I do not know that I have ever seen before.

No cross-examination.

By Mr. MCCARTER. We offer this assessor's oath in the line of offers which was overruled by the court. We insist that there is sufficient proof that it is the original paper sworn to before the justice of the peace.
(Objected to.)
By the COURT. The law requires that all those papers shall be filed with the township clerk, does it not?
By Mr. MCCARTER. I think so. If the court rules it out on the ground of not being properly authenticated, we call another witness.
By the COURT. I shall so rule.

342 Thereupon the defendants' counsel had called and duly sworn JOHN L. BLAKE, who testified as follows:

Direct examination by Mr. MCCARTER:

Q. (Showing witness the same paper as last witness was shown.) Mr. Blake, what is this paper?

A. That was delivered to me by Charles H. Madison, former clerk of the township of Montclair, and has been in my possession ever since.

Q. When was it delivered to you?

A. Well, I should say more than a year ago, sir; it has been in my possession ever since he gave it me.

Q. When was it delivered to you?

A. Well, I should say more than a year ago, sir; it has been in my possession ever since he gave it to me.

Q. And he was then town clerk, at that time he gave it to you?

A. Yes, sir.

Q. You obtained it from his custody as town clerk?

A. Yes, sir.

343 Cross-examination by Mr. RANSOM:

Q. Where was Mr. Madison when he gave it to you, at your office in Orange?

A. Undoubtedly, sir.

Q. In your office at Orange?

A. Yes, sir.

Q. You never saw that paper in the office of the town clerk of the township of Montclair?

A. No, sir.

Q. That is all.

Mr. McCarter again renewed his offer of the paper.

Which offer, being objected to by plaintiff's counsel, was overruled by the court, and the said evidence excluded, to which ruling and decision of the court the defendants' counsel prayed an exception, and that the same might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

344 By Mr. MCCARTER. I believe, if the court please, that closes what would have been our evidence.

By Mr. GUMMERE. I offer in evidence a map of the county of Essex to show the location of the railway and the township of Montclair. It is page 58 of the map of Essex County, of the State of New Jersey.

By Mr. MCCARTER. We have accidentally forgotten one witness which we have here, but he was not in the room when we were looking for him.

By the COURT. Call him now.

Thereupon defendants' counsel had called and duly sworn LEWIS G. HAMPTON, who testified as follows:

Direct examination by Mr. MCCARTER:

Where do you live, Mr. Hampton?

345 A. In the town of Acquackanonck, in the State of New Jersey.

Q. Where were you employed in business?

A. At 49 Wall street, in the United States Trust Company.

Q. You are a clerk of the company?
A. Yes, sir.
Q. Have you in your possession, as clerk of that company, any papers connected with the deposit of the bonds of the township of Montclair?
A. I have.
Q. Will you produce them?
A. Yes, sir. (Witness did so.)
Q. Do you know that the trust company held bonds on deposit of the township of Montclair?
A. I do, sir.
Q. Were you a clerk at that time?
A. I was, sir.
Q. What did they do with those bonds?
A. They held them according to the terms of the receipt there that you have before you, and delivered them at different times.
Q. Is that a paper which shows how they were held?
346 A. Yes, sir; this is the copy of the receipt given by our company for the bonds.
Q. And that was retained by the company?
A. Yes, sir.
Q. Now, after that, did the company deliver the bonds?
A. The company delivered the bonds on the order of any of these trustees, or on the order of H. A. Fuller, endorsed by any of the trustees.
Q. Who were the then trustees?
A. Daniel V. Harrison, Samuel Holmes, and Theron S. Doremus.
Q. And that paper was retained by the company as evidence of the manner in which they were to be disposed of?
A. Yes, sir.
Q. What are those papers that you also produced?
A. They are receipts for the bonds that were delivered.
Q. And were the bonds delivered on those receipts of themselves?
A. They were, sir.
347 Q. And those are the original vouchers which are in the custody of your company?
A. Yes, sir; including the receipt.
Q. You retained the receipt showing the terms on which you were to deliver them?
A. Yes, sir.

By Mr. RANSOM:

Q. You mean a copy of the receipt?
A. Yes, sir; but these are original receipts of the parties to whom we delivered the bonds.
By Mr. MCCARTER. I will offer these receipts in evidence.
By Mr. RANSOM. One moment; I will ask the witness some questions about them first.

Cross-examination by Mr. RANSOM:

Q. Did you personally receive the bonds from these persons?
A. I cannot say, sir.
Q. Will you say that you did?
348 A. No, sir; I said that they were received by the company.

Q. Do you know that fact from your own personal knowledge?
A. I know it from the fact of the receipt.
Q. Is that the only fact from which you know it?
A. I know it, because I have been in the company, and I know they would not give a receipt for anything they did not receive.
Q. But I ask you of your own personal knowledge as a man, do you know anything about the trust company receiving these bonds at all?
A. Yes, sir; I do.
Q. What do you know about it?
A. I know that they were received on that day, for the simple reason that they would never have given a receipt unless they had received the bonds.
Q. You swear, then, that you have a personal knowledge of their receipt by the trust company, because the trust company never would
349 have a receipt unless they had received the bonds?
A. Exactly.
Q. And that is the only personal knowledge you have on the subject?
A. That is all.
Q. You did not receive them in person yourself, did you?
A. I might have; I do not say I did not receive them.
Q. I am asking you what you did do, not what you might have done?
A. Well, I could not answer that positively.
Q. You did not sign this receipt?
A. No, sir.
Q. And you did not see it signed at the time it was signed?
A. No, sir.
Q. Did you deliver any of these bonds personally to the different persons to whom they were delivered?
A. Will you let me see the receipts?
Q. Just look at all the receipts taken by the trust company, all of them. Now, did you personally deliver any of the bonds upon which these
350 receipts were taken?
A. I could not say positively, sir.
Q. Well, what is your best recollection?
A. Well, I have no recollection on the subject, it is so long ago.
Q. What were your duties in the trust company?
A. My duties are varied.
Q. What were they at that time?
A. Well, we have no especial duties there.
Q. Have you any recollection of ever having these township bonds in your possession at any time?
A. I have; yes, sir.
Q. When was that?
A. I received them from the Bond Street Savings Bank myself.
Q. I am talking about this time—about this time did you ever have these bonds in your hands?
A. I cannot recollect it.
Q. You do not remember that you ever did have?
A. Neither that I did or did not.
Q. You don't remember anything about it?
A. No, sir; I do not.

Q. Are you willing to swear that you delivered any of these bonds to the persons *to the persons* who gave these receipts?

A. No, sir; I am not.

Q. You did not, as a matter of fact, did you?

A. I might have done so.

Q. But you do not remember of ever doing so?

A. No, sir; I do not.

351 Q. You did not make that printed stamp on the bottom of the receipt, United States Trust Company of New York?

A. Yes, sir; I did.

Q. When did you make it?

A. About a week ago, I guess.

Q. When did you first see those papers, according to your recollection; these receipts?

A. I think I saw them when I was first subpœnaed in these proceedings, previous to this time.

Q. Last September?

A. Yes, sir.

Q. That is the first time you ever remember seeing them?

A. Yes, sir.

Q. Who showed them to you?

A. I got them myself.

Q. Who told you to get them?

A. No one told me to get them; I was requested to get them by Mr. Blake.

Q. Who is your superior in the office of the trust company?

A. Mr. Stuart; John A. Stuart.

Q. What is he?

A. President.

Q. Did he not direct you to get these papers?

352 A. No, sir.

Q. Then you got them upon your own authority?

A. Yes, sir.

Q. At the request of a stranger?

A. Yes, sir.

Q. And went and got these papers?

A. Yes, sir.

Q. And that was the first time you had ever seen them?

A. I would not say that, either.

Q. But I understood you to say that was the first time you had ever seen them?

A. If I said so, it was a mistake; but I do not say positively that I had not seen them before.

Q. Would you want to answer that you ever had seen them before?

A. No, sir.

Q. What is your best recollection on that subject?

A. My best recollection is neither way; they were left in the trust company there, and they might have gone through my hands.

Q. The trust company does a pretty large business, does it not?

A. Yes, sir.

353 Q. And receives a good many papers?

By Mr. RANSOM. I object to the papers; they are not identified.

By Mr. McCARTER. I have not offered them yet; I was about to offer them when you told me to wait a moment, you wanted to ask the witness some questions about them.

Redirect examination:

Q. You found these papers among the regular documents of the company?

A. Yes, sir.

Q. And in their proper places?

A. Yes, sir.

Thereupon the defendants' counsel had recalled JULIUS H. PRATT, who testified as follows:

By Mr. McCARTER:

Q. Look at this paper, dated May 9th, 1870, purporting to be signed H. A. Fuller. Do you know H. A. Fuller?

A. Yes, sir.

354 Q. Purporting to be signed Hermand A. Fuller?

A. Yes, sir.

Q. Is [illegible] the party you spoke of when you were examined before, as contractor of the company?

A. Yes, sir.

Q. Is that his signature?

A. Yes, sir.

Q. Are you acquainted with his handwriting?

A. Yes, sir.

Q. Look at the endorsement on the back of that—E. V. Harrison, Samuel Holmes. Do you know their handwriting?

A. Not sufficiently to identify it.

Q. Look at the signature to the receipt on the back of that, signed J. H. Pratt. Do you know whose handwriting that is?

A. Yes, sir.

Q. Is that yours?

A. Yes, sir.

Q. You were then president of the Montclair Railroad Company?

A. Yes, sir.

Q. (Witness is shown another paper, dated New York, January 6, 1871.) Do you know the signature of Mr. Fuller on the back of that paper; is that the genuine signature of H. A. Fuller?

355 A. I should say it was.

Q. Look at the paper dated July 1st, 1871. Is that signature to that paper Fuller's signature?

A. Yes, sir.

Q. Who was J. T. Wilcox?

A. He was at that time secretary of the Montclair Railway Company.

Q. Is that his signature to the receipt on the back of that paper?

A. Yes, sir.

Q. Dated July 1st, 1871. You do not recognize and cannot testify to the signatures "Doremus" and "Holmes"?

A. No, sir.

Q. (Paper shown witness, dated New York, June 15th, 1870.) Are the

signatures on the back of that paper, Fuller's and your own, genuine signatures?

A. Yes, sir.

Q. Whose handwriting is the body of the receipt?

A. It is the handwriting of William Pratt, who was at that time in New York.

Q. A clerk in the railway company?

A. Yes, sir.

Q. Your son?

A. No, sir.

356 Q. (Showing witness a paper dated New York, July 5th, 1870.) Are the signatures on the back of that paper of Mr. Fuller and yourself genuine signatures?

A. Yes, sir.

Q. (Showing witness a paper dated New York, December 12th, 1870.) Look at the signatures on the back of that. Are they Fuller's and your own?

A. They are; yes, sir.

Q. (Showing witness a paper dated August 4th, 1870.) See if the endorsement of H. A. Fuller and J. T. Wilcox on this paper are genuine.

A. Yes, sir.

Q. Was Wilcox still then connected with the railway company?

A. Yes, sir.

Q. Have you personal knowledge that the bonds for which you and Wilcox receipted were received from the trust company?

A. Yes, sir.

Cross-examination:

Q. The bonds were received as the work was performed by the railroad company?

A. Yes, sir.

Q. That is all.

357 Defendants' counsel then offered said papers in evidence, and the same were admitted, and the first were marked Exhibits 2 to 9, inclusive, and another marked Exhibit 10, which exhibits are as follows, viz:

EXHIBIT No. 2.

NEW YORK, *May 9th*, 1870.

UNITED STATES TRUST COMPANY:

Please deliver to the order of D. V. Harrison and Samuel Holmes twelve bonds, of one thousand dollars each, of the township of Montclair, Nos. 1 to 12, inclusive.

H. A. FULLER.

(Endorsed:) D. V. Harrison, Sam'l Holmes.

Rec'd within-described twelve bonds.

J. H. PRATT.

MAY 10, '70.

EXHIBIT No. 3.

NEW YORK, *June 15th*, 1870.

The United States Trust Co. will please deliver to H. A. Fuller, or order, fifteen bonds of the township of Montclair, of one thousand dollars each, numbered 101–115, inclusive.

358

SAM'L HOLMES.
DANIEL V. HARRISON.

(Endorsed:)

JUNE 15, '70.

Pay to J. H. Pratt the within-named bonds.

H. A. FULLER.

NEW YORK, *June 16th*, 1870.

Received the within-named bonds.

J. H. PRATT.

EXHIBIT No. 4.

NEW YORK, *July 5*, 1870.

United States Trust Co. will please deliver to H. A. Fuller, or order, fourteen Montclair Town. bonds, No. from 116 to 129 inclusive, & oblige.

Yours, &c.,

DANIEL W. HARRISON.
THERON S. DOREMUS.

(Endorsed:)

JULY 5, '70.

Deliver to J. H. Pratt, esq.

H. A. FULLER.

NEW YORK, *July 7*, 1870.

Received the within-named bonds.

JULIUS H. PRATT.

EXHIBIT No. 5.

NEW YORK, *Aug. 10th*, '70.

The United States Trust Company please deliver to H. A. Ful-
359 ler, or order, ten bonds of the township of Montclair, numbered from 130 to 139.

THERON S. DOREMUS.
DANIEL V. HARRISON.

(Endorsed:)

AUG. 10, '70.

Deliver the within-named bonds to J. H. Pratt.

H. A. FULLER.

NEW YORK, *Aug. 12th*, 1870.

Received the within-named ten bonds.

JULIUS H. PRATT.

EXHIBIT No. 6.

NEW YORK, *December* 12, 1870.

The United States Trust Company will please deliver to H. A. Fuller, or his order, thirteen bonds of the township of Montclair, numbered from 140 to 152, inclusive, and also matured coupons of any Montclair Township bonds now in your custody.

$13,000.] DANIEL V. HARRISON.
THERON S. DOREMUS.

(Endorsed:) Dec. 12. H. A. Fuller.

NEW YORK, *Dec. 14th*, 1870.

Received the within-named bonds and coupons.

JULIUS H. PRATT.

360 EXHIBIT No. 7.

NEW YORK, *January* 6, 1871.

The United States Trust Company will please deliver to H. A. Fuller, or his order, fifty bonds of the township of Montclair, of $1,000 each, numbered from 13 to 62, inclusive.

DANIEL V. HARRISON.
THERON S. DOREMUS.

(Endorsed:) Jan'y 6, '71. H. A. Fuller.

JANUARY 9, 1871.

Received from the N. Y. Trust Co. of N. Y. $50,000 bonds, as within requested.

H. A. FULLER.

EXHIBIT No. 8.

[H. A. Fuller, contractor Montclair Railway, N. J. Office No. 25 Nassau st. Room 2.]

NEW YORK, *July* 1, 1871.

The United States Trust Company will please deliver to J. T. Wilcox, or bearer, fifty bonds of the township of Montclair, of one thousand dollars each, Nos. 63 to 100, inclusive, and Nos. 153 to 164 inclusive. This order to be endorsed by D. V. Harrison, Samuel Holmes, Theron S. Dore-
361 mus, or any two of them.

H. A. FULLER.

(Endorsed:)

N. Y., *July* 6, '71.

Rec. the within fifty bonds.

J. T. WILCOX.

D. V. HARRISON.
THERON S. DOREMUS.

EXHIBIT No. 9.

[H. A. Fuller, contractor Montclair Railway, N. J. Office No. 25 Nassau st. Room 2.]

NEW YORK, *Aug.* 4, 1871.

The United States Trust Company will please deliver H. A. Fuller, or bearer, thirty-six bonds of the township of Montclair for one thousand dollars each, numbered from 165 to 200, inclusive.

DANIEL V. HARRISON.
SAM'L HOLMES.

(Endorsed:) Aug. 4, '71. H. A. FULLER.

AUG. 16, '71.

Rec'd the within-named bonds.

J. T. WILCOX.

EXHIBIT 10.

NEW YORK, *March* 31, '70.

Received by the United States Trust Company of New York,
362 from Daniel V. Harrison, Samuel Holmes, and Theron S. Doremus, two hundred bonds of one thousand dollars each, amounting in all to two hundred thousand dollars, said bonds being issued by R. M. Henning, Jared E. Harrison, and Hiram B. Littell, commissioners on behalf of the inhabitants of the township of Montclair, Essex County, New Jersey, and being numbered from one (1) to two hundred (200), inclusive, the same to be delivered up to Hermando A. Fuller, or his lawful agents or assigns, on the joint order of said Daniel V. Harrison, Samuel Holmes, and Theron S. Doremus, or any two of them, upon payment of one quarter of one per cent. on the par value of said bonds as commission for the service of said trust company in executing this trust; provided that any bonds remaining undelivered after January 1, 1871, shall be returned to said Harrison, Holmes, and Doremus.

(Signed) JOHN A. STEWART,
President.

W. DARROW, *Sec'y.*

$12,000,	bonds No.	1 to 12;	surrendered May	10, '70.
15,000,	"	101 to 115	" June	16, '70.
14,000,		116 to 129	" July	6, '70.
363 $10,000,	No.	130 to 139	" Aug.	12, '70.
13,000,		140 to 152	" Dec.	14, '70.
50,000,	"	13 to 62	" Jan'y	9, '71.
50,000,	"	63 to 100 153 to 164	" July	6, '71.
36,000,	"	165 to 200	" Aug.	16, '70.

Defendants' counsel also offered and read evidence the agreement testified to in the evidence of the witnesses Jared E. Harrison and Hiram B. Littell, dated March 17, 1870; which is as follows:

364 This agreement, made the seventeenth day of March, one thou-

sand eight hundred and seventy, between the Montclair Railway Company, of the first part, Robert M. Hening, Jared E. Harrison, and Hiram B. Littell, commissioners, duly appointed by the Hon. David A. Depue, a judge of the circuit court of Essex County, New Jersey, under the provisions of the act entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," approved April 9th, A. D. 1868, of the second part, and Daniel V. Harrison, Samuel Holmes, and Theron S. Doremus, of the third part, witnesseth:

[U. S. int. rev. stamp, 5c. Cancelled: "J. H. P., R. M. H., J. E. H., D. V. H., S. H., T. D. Mar. 17, '70.]

Whereas the said commissioners, in pursuance of the provisions of the act aforesaid, have duly executed under their hands and seals the bonds of the township of Montclair, Essex County, New Jersey, to the amount of two hundred thousand dollars, that is to say, two hundred bonds of one thousand dollars each, having duly obtained the consent required by said act and complied with all the provisions therein specified for the issue of said bonds, which bonds are numbered from one (1) to two hundred (200), inclusive; and whereas the said commissioners have in their discretion and for the purposes mentioned in said act disposed of all of said bonds upon terms advantageous to said township, that is to say, by the sale thereof at par, and having received the aforesaid sum of two hundred thou-
365 sand dollars in cash, have, in compliance with said act, invested the said money in the purchase of bonds issued by the Montclair Railway Company aforesaid for the purpose of building their road, making said purchase nevertheless in faith of this agreement and the provisions herein contained; and whereas it is desired by said commissioners in behalf of said township of Montclair to secure the immediate commencement of said railway within said township, and the speedy completion thereof by the route herein specified, and to that end the said commissioners and the said railway company have agreed that the said railway company, now being owners and possessors of said bonds, shall nevertheless only use the same, or the avails thereof, when and as money shall be expended by or in behalf of said company in procuring or constructing said railway upon said route.

Now, therefore, in order to effectuate the premises, and in consideration of one dollar by each of said parties hereto to the other paid, of the said purchase of said railway bonds by said commissioners, and of their mutual covenants with each other herein contained, the said parties hereto do hereby agree and covenant each with the other as follows, that is to say:

I. The said The Montclair Railway Company do hereby covenant and agree with the said commissioners, party hereto of the second part,
366 acting for and in behalf of said township of Montclair, that they will without delay enter upon, proceed with, and complete the construction of their said railway within said township of Montclair in accordance with the recent survey for the route thereof made according to the description contained in a certain circular addressed to the committee of citizens of Montclair in the matter of the Montclair Railway Company, dated September 10, 1869, which description is as follows: "The road will enter the township of Montclair from Bloomfield, near the house known as the Wakeman property; thence by a suitable route to a point near the junction of Walnut street and Tony's Brook, at which point will

be the main depot for Montclair; thence running near the line of Tony's Brook, and nearly in a straight line to Watchung avenue, crossing the same at a point near a large chestnut tree, with a depot at or near said crossing of Watchung avenue; thence to a point a little westerly from the Speertown school-house, near to which point will be located a depot; thence on a line between Valley road and Mountain avenue toward the Clove, so called, with a depot southeasterly from the summit of said cove." And they, the said Montclair Railway Company, do further agree that they will expend the whole amount of two hundred thousand dollars in purchasing land for said railway and depots within the township of Montclair, and in constructing said railway and depots, if such sum be therefor required, or that if after such purchase of said land and
367 the construction of said railway and depots upon said route any portion of said two hundred thousand dollars, the amount of said bonds, shall be unexpended, the excess shall forthwith be laid out upon that part of the line of said railway connecting with said route above described on the east; and they, the said The Montclair Railway Company, further agree that said railway and depots upon the route aforesaid shall be constructed in a good and substantial manner and be completed within two years herefrom.

II. And in order to secure the fulfilment of the said covenants, according to their tenor and effect as aforesaid, the said The Montclair Railway Company do further agree with said commissioners, acting on behalf of said township as aforesaid, that they will deposit, and they do in execution of such agreement, and at the time of the ensealing and delivery of these presents deposit with and in the hands of the party hereto of the third part, mutually selected for that purpose by the other parties hereto, all and each of the said bonds of the township of Montclair, to be held, kept, and disposed of by the said party of the third part upon the terms and conditions following, that is to say:

[U. S. int. rev. stamp, 5 c. Cancelled: "J. H. P., R. M. H., J. E. F., H. B. L., D. V. H., S. H., T. D., Mar. 17, '70."]

Whenever and as often as there shall be expended by or for the said railway company upon the route and in the manner herein aforesaid, for the purchase of land aforesaid or for the construction aforesaid, the sum of ten thousand dollars (in proof of which the certificate in writing of the engineer of said road shall always be necessary, but not conclusive
368 evidence) said party of the third part shall deliver to the said The Montclair Railway Company, or to their contractor upon their order, ten of said bonds of said township of Montclair, and so from time to time until all said bonds shall be delivered up, but none of said bonds shall be by said party of the third part delivered up to said railway company, or to their order, except upon said expenditures of money as aforesaid. Provided always, nevertheless, that the said The Montclair Railway Company shall be at liberty at any time to substitute money at the par value of said bonds equal to the amount thereof respectively for any or all of them, on payment of which money to them, said party of the third part shall deliver up bonds to the same amount to said railway company, and such money shall thereupon be forthwith deposited by said party of the third part in some solvent trust company, and only paid out thence from time to time upon the same terms and conditions as herein provided for the delivery up by said party of the third part of said bonds.

III. And the said party of the third part hereby acknowledge themselves to have received the said bonds of the inhabitants of the township of Montclair, numbered as aforesaid from one (1) to two hundred (200) respectively, and amounting together to two hundred thousand dollars, par value, upon the conditions aforesaid, and they agree with said party of the first part that they will deliver up the same or the monies which as
369 aforesaid may be substituted therefor, to them the said railway company, according to the agreement above set forth. And they the said party of the third part do further agree with the said party of the second part not to deliver up any of said bonds or of such money substituted therefor, except as aforesaid.

IV. It is further agreed and understood between the parties that in case the work upon said railway shall for any cause arising out of the neglect or default of the said railway company be suspended at any time for the space of two years, then said party of the third part shall and will deliver up to the party of the second part all the bonds of said township which shall then remain in their hands if by said party of the second part demanded, in exchange for an equal amount of said railway bonds, which last mentioned bonds they will thereupon deliver to said The Montclair Railway Company.

In witness whereof the parties of the second part and of the third part have hereto set their hands and seals and the said The Montclair Railway Company have hereto set their corporate seal, and caused the name of their president to be hereto affixed, the day and year first aforesaid.

(SEAL OF MONTCLAIR RAILWAY COMPANY.)	J. H. PRATT, *Pres't.*	
	R. M. HENING.	[L. S.]
	JARED E. HARRISON.	[L. S.]
	HIRAM B. LITTELL.	[L. S.]
	DANIEL V. HARRISON.	[L. S.]
	SAM'L HOLMES.	[L. S.]
	THERON S. DOREMUS.	[L. S.]

Sealed & delivered in presence of—
GEO. S. DWIGHT.

369½ And thereupon, both parties having rested their case and the evidence being closed, the court proceeded to charge the jury as follows:

370 GENTLEMEN OF THE JURY: Perhaps it would not be improper for me to make one or two suggestions to you with regard to the performance of the relative duties of the court and of the jury in cases of this sort. It is the duty of the court to exclude from your consideration all evidence that does not pertain to the issues of the trial. I make this observation because there has been a hint suggested to you that the court, by the exclusion of testimony, has hindered the defendants in making their defence as they have desired. It is not for the jury to determine whether the court has erred in this respect or not. Either party has a complete remedy, I am glad to say, for all errors committed by the court by a writ of error to the Supreme Court.

My second observation is that it is the duty of the court to decide all questions of law which arise in the progress of the cause or in the evidence, subject of course to the same revision by the higher court. It

results from this, gentlemen, that it is the duty of the jury to accept
371 as law the opinion of the court upon all legal questions. No matter how hard the law may seem to you, no matter how contrary to your sentiments of natural justice, you have no right to allow your notions, your feelings, or your prejudices to interfere with your acceptance of the law as interpreted by the court, as the rule of your conduct in the trial of the cause. This observation is made to guard you against an error into which juries very frequently fall. Perhaps some of the jurors may sympathise with the court in the judgment that this class of legislation, which authorizes two-thirds of the property holders within a given locality to subject the real estate of the remaining third to taxation for the purposes of an enterprise or enterprises which they do not endorse or approve of, is unwise. No matter. If such legislation has been held by the courts to be constitutional, there is nothing left to the courts and juries but to enforce the laws without regard to their private feelings in all cases which fall within their provisions. The responsibility for any injustice is with the legislature, and the remedy for any injustice is to be found in the repeal of such laws.

372 Let me say again that it is the duty of the jury to decide all questions of fact, and to decide them according to the evidence. Their responsibility in this regard is greater than the responsibility of the court in deciding questions of law, for there is no appeal to a higher court from the verdict of a jury on a question of fact. If the jury err, however, in the performance of their duty, the party suffering are not altogether without remedy, because verdicts are sometimes set aside by the court in which they are recorded on the ground that they are against the weight of evidence.

Now, from these general observations, the jury will readily infer that there is not much for them to do in this case. It sometimes happens that there is nothing for them to do, except to render a verdict by the direction of the court. Such was the result of the last trial in this court, under this law, before Mr. Justice Strong. That course was not pursued because the jury were distrusted, but because there were no facts falling within the province of the jury to decide. When there are no
373 questions of fact to pass upon in a case, the court should direct the jury to render a verdict for the amount of the debt and costs. Now, gentlemen, this action is brought by Thomas Ramsdell, the plaintiff, against the township of Montclair, to recover the principal of ten bonds of the township, which became due before suit was begun, and interest thereon, and also to recover the due and unpaid coupons upon each of several other bonds held by the plaintiff. The question to be determined is, whether the bonds on which the suit is founded are in fact the bonds of the Township of Montclair. If they are, and are found to be in the hands of a bona fide holder, without any notice of irregularity or fraud in their issue, your verdict must be for the plaintiff, for the sum ascertained by calculation to be due upon these bonds; if they are not, then you must find a verdict for the defendants. These bonds are produced, and on them appear the signatures of three men, Robert M. Hening, Jared E. Harrison, and Hiram B. Littell, and these men claim to be commissioners of the township of Montclair. Now, under the laws of New Jersey, as you all know, a township is a portion of a county. It is a mu-

nicipal corporation, and it has no power to issue bonds without the authority of the law.

374 The first question, of course, will be, has the legislature of New Jersey authorized the township of Montclair to issue these bonds? I now turn to an act of 1867, page 303, and I find there printed, "An act to incorporate the Montclair Railway Company." I refer to this act for the purpose of ascertaining, in the first place, where the legislature authorized the corporators to build this road, and in the second place to find out what power was conferred by the law on the railway company with regard to the issuing of bonds.

I find by the sixth section of the act incorporating this company "That the president and directors of the said company be, and they are hereby, authorised and invested with all the rights and powers necessary or expedient to survey, lay out, and construct a railroad from the village of Montclair, in the township of Bloomfield, in the county of Essex, to the Hudson River, at the Pavonia Ferry or at the Hoboken Ferry, or between the said ferries, and may construct a branch thereof in said township, and may extend the said railway into the townships of Caldwell and Wayne"

I turn over to the eighteenth section of the act to see what power
375 the legislature gave to the railroad company in regard to the issuing of bonds, because it may be a question in this case that certain bonds which were taken by Montclair Township were illegal. It says: "Said company shall have the power, and it is hereby authorized, to make its bonds, and for the purpose of securing their payment to mortgage its real estate and personal property." It authorized, then, the making of the bonds and the mortgaging of its real and personal property. It also authorized the sale and negotiation of these bonds at such rates of interest or discount as may be deemed for the best interests of the company.

I now turn to an act of the legislature of the State of New Jersey, approved April 9th, 1868, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company." You will observe that it does not designate any particular township. It simply says "certain townships." The first section of the act is this:

(The court then read said section to the jury.)

You perceive, gentlemen, what that section does. It authorizes
376 twelve freeholders, with the single exception of the township of Bloomfield—twelve freeholders of any township along the routes of the Montclair Railway Company to petition the circuit court judge to appoint for that township not more than three men as commissioners for the township to do the things which the subsequent sections of the act *law* authorized to be done.

The next section—the second section—authorizes the commissioners to borrow money "On the faith and credit of the respective townships, towns, or cities, such sums of money not exceeding twenty per centum of the valuation of the real estate and landed property of such townships, town, or city, to be ascertained by the assessment rolls thereof, respectively for the year 1867, for a term not exceeding twenty-five years, at a rate of interest not exceeding seven per centum per annum, payable semi-annually, and to execute bonds therefor under their hands and seals, respectively. The

bonds so to be executed may be in in such sums and payable at such times and places as the said commissioners and their successors may deem expedient," &c., &c. It is under the authority conferred under this second section that the plaintiff contends these bonds were issued.
377 Now the third section authorizes the commissioners in their discretion "To dispose of such township bonds, or any part thereof, to such persons or corporations and upon such terms as they shall deem most advantageous for their said townships, towns, or cities, but not for less than par, and the money that shall be raised by any loan or sale of bonds shall be invested in the bonds of the Montclair Railway Company."

Passing over several sections which do not have any relevancy to this present suit, the 8th section requires the commissioners to give their bonds, with security to be approved of by the judge. "The sufficiency of such sureties shall be determined by the judge of the circuit court of the county wherein such township, town, or city is situated, to be endorsed on said bonds."

Now comes the twelfth section, which I will read to you to show you what the phraseology of the section is: "That all bonds issued in accordance with the provisions of this act shall be registered in the office of the county in which the township, town, or city so issuing is situated, and the words 'Registered in the county clerk's office' shall be printed or
378 written across the face of each bond, attested by the signature of the county clerk when so registered, and no bonds shall be valid unless so registered."

Then follows the fourteenth section of the act. I will read it to you, and I will have occasion to refer to it again: "That in case any new township, town, or city shall have been created, or the boundaries of any township, town, or city shall have been enlarged, on the routes of the said railway company, or at the termini thereof, so that there is no assessment roll of the year 1867 of such township, town, or city so created or enlarged, the said commissioners of such new or enlarged township, town, or city shall cause to be prepared an assessment roll for the purposes of this act by extracting from any assessment roll or rolls for said year all that relates to any assessment of persons or property in the territory embraced in said new township, town, or city so created, or in said enlargement."

And the fifteenth section reads as follows: "And be it enacted, That this act shall be a public act, and shall take effect immediately." That is the act in which the power is found to issue township bonds with regard to all the townships which existed at that time. But when that law was passed there was no township of Montclair in existence. But it
379 appears that five days after this act was passed there was another act passed creating out of the limits of Bloomfield Township a new township, to be called the township of Montclair. And it is a very important question whether the act of 1868 includes in its provisions and applies at all to the township of Montclair. Counsel for the defendants insists that it does not; the counsel for the plaintiffs insists that it does. It is entitled "An act to set off from the township of Bloomfield, in the county of Essex, a new township, to be called the township of Montclair."

The first section describes the boundaries of the new township. The next section incorporates the inhabitants within those limits under the name of "The Inhabitants of the Township of Montclair, in the County

of Essex." That is the corporate name of the township, and the name by which they are sued in this case.

The third section contains a proviso as follows: "But the provisions of any act or acts from the operation of which the township of Bloomfield, by any proviso or exception contained therein, has been especially excepted shall apply to and be in force in the said township of Montclair from and after the time this act shall go into effect, the same as if the township of Bloomfield had not been specially excepted therein." The phraseology in that section would lead one to suppose that the legislature intended to take this new township of Montclair out of the exception which was made in the first act with regard to the township of Bloomfield.

Now, then, the question arises, does the first recited act of April 9th, 1868, without reference to the proviso in the third section of the act creating the township of Montclair, authorize the township of Montclair to issue bonds in aid of the construction of the Montclair Railway. That is a question of law, gentlemen, not a question of fact; and I charge you that, according to my view of the fair construction of all the sections of the act of April 9, 1868, considering them in connection with the fact of the creation of the township of Montclair by the subsequent act, without reference to the proviso of the third section, full authority and power are found in the first recited act for the township of Montclair, although subsequently created, to issue the bonds in controversy.

How the power has been exercised, and whether according to law or not, is a matter for after consideration.

It was said with a great deal of force by one of the counsel for the defendants that the fourteenth section of the act of April 9th, 1868, which seemed to contemplate the organization of new townships upon the route of the railway company, only had reference to such townships as should be organized before the act went into effect.

The difficulty about that construction is that the act went into effect as soon as it was passed. By the express provision of the 15th section, there was no intermediate space of time for the creation of a new township. It must have reference to some other fact.

After looking through all the provisions of the act, I have come to this conclusion, that the section has reference to the creation of any new township between the time when this act was passed and the time when its provisions were invoked to bond the township; in other words, that the legislature intended by this fourteenth section to allow the townships along the line of the railway which were organized after it became a law, and before the execution of the powers therein granted, to enjoy the provisions of the act if they chose to avail themselves of it.

It has, furthermore, been very strongly and ably insisted that the exception of the township of Bloomfield had reference to the territory, and that therefore the court ought not to infer that in such general phraseology as has been used in the fourteenth section the legislature meant to repeal the express exception of the first section.

Now, as it seems to me, gentlemen, the fallacy of this argument consists in the assumption that the exception had reference to the territory, to the land, to the real estate lying within the limits of the township of Bloomfield as it then existed. If we adopt this construction, then it seems to

me that, no matter how much land was added to or subtracted from the township of Bloomfield by subsequent legislation, the land thus annexed or taken away remained in the same condition as to liability of being bonded as it was in when the changes were made. I do think that was the intention of the legislature. Their intention was to except the corporation, the people of Bloomfield Township, and the persons who owned land there from being subjected to the burden of having their property mortgaged or incumbered by the provisions of this law.

But if some of the persons then residing within the limits of Bloomfield chose afterward to organize themselves into a new township, and the new township was upon the line or at the termini of said railway,
383 it came within the provisions of the act, and was authorized to avail themselves of its privileges and aid in the construction of the road.

Now, gentlemen, I come to another important matter. The granting of the power to the township to bond itself in aid of the building of a railroad and the exercise of that power are two very different things. I have stated to you that by the interpretation of these acts it is a matter of law that there was power to bond Montclair Township. Has that power been exercised? Before these bonds could be issued or be placed upon the market several preliminary things were to be done. The first thing to be done was, upon the petition of twelve freeholders, to appoint three commissioners. If they were not in fact appointed the bonds are void, however they may have been issued, or however regular may have been the subsequent steps of the three gentlemen calling themselves commissioners.

Does the evidence in this case show that these three commissioners were appointed by Judge Depue? This is a question of fact, and the responsibility of its decision rests upon you. The act requires that twelve or more freeholders residing in the township shall apply to the judge of the circuit court for the appointment of the commissioners, upon which
384 petition the judge shall act.

At the very threshold of this inquiry we are met by this fact: that no petition of the twelve freeholders is produced in court, and no paper, or order signed by the judge appointing the commissioners has been produced. You recollect that, at the start of the case many different persons were summoned here by the parties to the cause, requiring them, when they came, to bring these papers. The difficulty arose from the fact that by the law which authorized these proceedings no provisions were made as to where these papers should be deposited, and hence the parties did not know where to look for them. If the law had said that they should be filed in the clerk's office of the court in which the appointment was made, of course the parties would then go to the clerk's office for them. If again it had said that they should be filed with the town clerk, they would accordingly then go to the town clerk of the township of Montclair and ask him for them. I should have said, upon general principles, that the most obvious place to find the petition and the order for the appointment of the commissioners would be in the clerk's office of the judge who made
385 the appointment. But the law does not say so, and I should have said that the next place to go to look for them would be in the possession of these commissioners. But the law does not say so. But it is incumbent upon the parties in this case to show this appointment. Every-

thing done by these men is not only voidable, but void, unless they were appointed.

There is no power granted to do anything or to bind anybody until the judge has appointed them under his hand and seal. Inquiry was made at the commencement of the case for these papers, but they could not be found, and the next step was to prove their contents. This was attempted to be done by several witnesses.

Now, gentlemen, in deciding this question you must decide it according to the evidence. Mr. Keasbey, the lawyer who seemed to have charge of the preparation of these papers, says that he thinks it was a Mr. Spaulding who brought to him the application and petition signed by the twelve men and alleged to be freeholders. He believes that he carried that paper to the judge and with it the form of an order appointing three men commissioners, one of whom he remembers was Mr. Hening. The names
386 of the other two he did not recall until he referred to the bond which the commissioners afterwards filed.

He says that he remembers that the papers remained with the judge for some days, and that they were signed by him and returned to him. He cannot tell what he did with them, but he thinks now that he gave them to Mr. Spaulding, who was one of the railroad directors or managers or had some other office in the company.

Mr. Parker says that he has no very distinct recollection about anything except that he was charged with the duty, as a lawyer, to see that the legal steps were taken to bond the township of Montclair, and that while he cannot remember who paid him the fee, he does recollect that these commissioners relied upon him to see that the thing was properly done. All he seems to know about the matter is that he supervised certain papers. He cannot tell what papers they were. It turned out afterwards that he drew the bond that was required. But as to the order he has no recollection of any personal agency with regard to the petition or the appointment.

387 Judge Depue, however, says that he remembers the fact of making the appointment for Montclair Township; though he says he cannot remember the names of all the commissioners, but he does know that he appointed Robert M. Hening, and the reason why he remembers that was that it was his first acquaintance with Mr. Hening, and that their acquaintance thus began, afterwards developed into pleasant and friendly relations. That was the substance of his testimony except that he added in answer to a question objected to by the defendant that it was his uniform habit when called upon to perform duties of this sort to carefully ascertain whether the preliminary legal requirements had been complied with, before he made the appointment.

Mr. Counsellor also stated that he saw on one occasion the appointment of these three men as commissioners on a paper signed with the name of Judge Depue, but that he was not acquainted with the handwriting of the judge. Mr. Littell also testifies that there was an appointment, and that the last if not the only time he saw the paper containing the appointment it was in the hands of one of the other commissioners,
388 Mr. Hening, who has since died.

Now then, I think the jury have a right to consider in this connection the fact that these men openly and notoriously, and for some considerable

period of time held themselves up to the people of Montclair Township as their commissioners without any dissent.

Put this question to yourself: Is it proved in this case that these gentlemen in the year 1870 acted publicly as commissioners for Montclair?

Does it appear in this case that there were some persons in Montclair who were opposed to the bonding the township? Is it probable that those who were opposed to the bonding would allow these men to have held themselves up as commissioners unless they had been appointed?

Are you then satisfied from the evidence that Judge Depue in fact signed an order appointing Hening, Harrison, and Littell commissioners for the township of Montclair? If you are, then I charge you that in the absence of any poof to the contrary, the appointment was made by the judge in accordance with the provisions of the law. His cer-
389 tificate of appointment is at least prima facia, if not conclusive proof that he adjudicated upon the legality of the petition. If you are not, your verdict should be for the defendants.

After the appointment of commissioners, the next preliminary step, before the bonds could be legally issued, was the obtaining the written consent of two-thirds of the real estate tax-payers of the township in favor of their issue.

A paper is offered in evidence endorsed "Filed March 19th, 1870, in the clerk's-office," to prove that such step has been taken.

It is produced under the latter clause of the second section of the act of April 9th, 1868, to wit: "Such consent and affidavit of the assessor shall be filed in the office of the clerk of the county in which such township, town, or city is situated, and a certified copy thereof in the office of the clerk of such township, town, or city, and the same or a certified copy thereof shall be evidence of the facts therein contained, and shall be received as evidence in any court in this State, before any judge or justice thereof." By virtue of that provision, it is brought here and offered
390 in evidence of the fact that this township had obtained and filed the written consents of two-thirds of the property owners as borne on the last assessment roll as required by the act.

Now here is another clause of this second section to which I want to call your attention. It says: "The fact that the persons signing such consents own or represent as aforesaid at least two-thirds of the taxable real and landed property of such township, town, or city shall be proved by the affidavit of the assessor of such township, town, or city, and endorsed upon or annexed to such written consent." The fact is then proved by the affidavit of the assessor of the township annexed to such written consent. The section further states, "That the consent shall state the amount of money authorized to be raised in such township, and that the same is to be invested in the bonds of the said railway company, and the signatures thereto shall be proved of one or more of said commissioners." The proving of the signatures is by the commissioners; the proving of the fact that these names embrace two-thirds of the owners of the real estate of the township is to be proved by the affidavit of the assessor. The paper produced is as follows:

391 "The undersigned, owners of real estate in the township of Montclair, in the county of Essex, hereby consent that the said township shall issue its bonds to the amount of two hundred thousand dollars under the act to authorize certain townships, towns, and cities to

issue bonds and to take the bonds of the Montclair Railway Company, and that the said bonds of the said township shall be exchanged for, or their proceeds invested in, the income bonds of the said Montclair Railway Company." Then follows in one column the names of a number of persons who are stated to have signed and acknowledged the same in the presence of some one of the commissioners, but chiefly Mr. R. M. Hening, who is the commissioner that seems to have been most industrious and active in obtaining the consents. On each sheet of this paper is the following affidavit:

"I, Arzy E. Van Giersen, assessor of the said township of Montclair, do hereby depose and say that the owners or representatives of at least two-thirds of the taxable real and landed property of the said township have signed the consent to issue bonds under and by virtue of the
391½ authority of the act to authorize certain townships, towns, or cities to issue bonds and to take the bonds of the Montclair Railway Company."

Sworn to on the 17th day of March, 1870, before Charles B. Morris, justice of the peace.

392 All these affidavits are printed, and printed in precisely the same form as those offered in a recent case in this court before Mr. Justice Strong, in which they were held to be satisfactory, and to comply with the provisions of the law, everything having been done which the law required. The jury will accept this proof that the consents were obtained and filed according to the act.

Now, the next question, gentlemen, relates to the issue of these bonds. Were they issued according to law? This, of course, involves an inquiry into the manner in which they were issued. Now, the evidence in this case is, that the bonds were taken by the commissioners who had the right to control them, to a place in New York, number 37 Broadway, and that there they went through with the form of selling them to a Mr. Farlee for $200,000; that they accepted his check for this sum, and then with a check purchased $200,000 worth at par of the railroad company's income bonds. Now, the act which authorized the commissioners to issue these bonds, said they must sell them at not less than par, and with the money which they got for them to purchase the bonds of the company.

Is this method of negotiation a substantial compliance with the pro-
393 visions of the law? I say to you, gentlemen, as a matter of law, that it is. That precisely the same result follows, whether the commissioners directly transferred the bonds to the railway company, and received the railway bonds in exchange, or whether they went into the market and sold the township bonds for money, and afterwards invested the proceeds in the bonds of the railroad.

Mr. Farlee was introduced to comply with what the parties thought was the letter of the law, but its spirit was observed by a simple exchange of the bonds.

But, gentlemen, there is another preliminary question to be considered. Were these bonds registered before they were issued? The 12th section of the act makes a registry necessary to their validity. They were not registered on the day of the exchange, but on the morning after, and you will recollect the proof that at the time of the exchange the township bonds were not absolutely delivered to the railway company, but were to

be held by a committee, and only to be surrendered to the company upon the order of said committee. This arrangement was made to insure the expenditure by the railway company of a sum of money equal to the bonds, in the construction of the road, within the limits of the
394 township of Montclair, which one of the commissioners (Harrison) testified had been promised to the people and tax-payers when the consents were obtained.

One of the committee that was to control the delivery of the bonds to the railroad company or its agents was Daniel Harrison, son of the commissioner, Harrison, and the evidence is that on the morning after the exchange of the bonds the said Daniel took the township bonds to the clerk's office of the county of Essex and had them registered. They were then deposited by some one—it does not appear by whom—with the officers of the United States Trust Company, in New York, and by the receipt given by the said company, which states that they were received from Daniel Harrison, Samuel Holmes, and T. S. Doremus, it appears that they were to be delivered to a Mr. Fuller, one of the contractors for building the railroad, or his lawful agents or assignee, on the order of the said Harrison, Holmes, or Doremus, or any two of them.

Now, was the registry of these bonds a part of the transaction of the exchange, and the arrangement in regard to their subsequent delivery? When Daniel Harrison was intrusted with these bonds for registry, was he acting on behalf of the commissioners, the agents of the town-
395 ship? If so, the registry was properly made, and the township of Montclair is bound by the action of the commissioners; but if not, if the registry was the unauthorized act of the railway company or its officers, without notice to or with the assent of the commissioners, the township is not bound, and the bonds are invalid for want of registry, and void even in the hands of an innocent holder without notice.

Something has been said by counsel about the constitutionality of the proviso of the third section of the act of April 15, 1868. I have not adverted to that, gentlemen, because it is not necessary to decide that question in my view of the law in this case. I have no hesitation in saying, however, that my impressions are that such a proviso is a proper provision, provided the parties wanted it, and that it is so germane to the subject-matter of the creation of townships that the act cannot be deemed unconstitutional in consequence.

I do not think that such a proviso was necessary to give the right to the township created by the act to issue these bonds. The reason why I held during the trial that the defendant had no right to impeach by evidence the regularity of the proceedings whereby these bonds were issued against the bona fide holder without notice was that the bond on
396 the face of it exhibits the law under which it is issued, but if it is issued by virtue of the act of April 15th, 1868, then there is no recital of the law upon the bond itself, and hence all the testimony showing the irregularity of the proceedings of the commissioners would have been competent evidence to be brought before this jury. Nor do I see any need for extended remarks about the other question discussed, whether these township commissioners were not at least officers de facto of the township.

They are certainly the agents of the township and the township is bound

by their acts so long as they act within the law. When they act outside of the law, the township is not bound by their actions.

You will recall the fact, gentlemen, that the defendant offered to show on the trial that two-thirds of the real estate tax-payers of the township of Montclair, as borne on the last assessment roll had not signed the consents, and also that the assessor whose affidavit was annexed to prove the fact that two-thirds had signed, had not taken the oath of office, as assessor, when he signed the affidavit.

These offers were ruled out by the court, on the ground that if the allegations were true they were not matters which affected a bona fide
397 holder of the bonds without notice of these irregularities in the proceedings, and the counsel for the defendants stated that they did not propose to connect the plaintiff in the suit with a notice or knowledge of these defects.

The Supreme Court of the United States has ruled that these municipal bonds, have all the qualities of negotiable paper, and that a bona fide holder is not to be affected by any irregularities in their issue, however pertinent such proof might be to a holder with notice or knowledge.

Before I look at the requests to charge, let me say to you in conclusion, that the two questions of fact which you are to decide are these:

1. Was an order ever signed by Judge Depue, appointing Hening, Harrison, and Little commissioners for the township?

If you are not satisfied with the evidence, to which I shall not again revert, that they were in fact appointed by the judge, that is the end of the case; but if you are satisfied of this then proceed to consider:

2d. Whether the registry of the bonds was a part of the transaction of the exchange, and was done by the commissioner, or the committee, or by persons representing them. If the evidence does not satisfy you that the registry took place before they were to become the property, and be under the control of the railway company, your verdict will be for the de-
398 fendants. If on the other hand you are satisfied that they were registered by the parties for the commissioners, or by agents of theirs, then, gentlemen, your verdict will be in favor of the plaintiff for the sum of $20,651.21.

Now, gentlemen, I am requested to charge by the counsel for the plaintiff as follows: 1st. "That the plaintiff being a bona fide holder, was not bound to look behind the certificates of the commissioners, and the assessors, and the county clerk, that the various requirements had been complied with."

That is true with regard to all matters which involve all irregular or defective exercise of power. It is not true with regard to the exercise of power which is necessary to give validity to the bonds; as, for instance, the appointment of commissioners or the issuing of bonds before they were registered, because the bonds are void unless commissioners were appointed, no matter how many certificates they had, and the bonds are void until they were registered. With that qualification I charge this first request.

2nd. "That the plaintiff being a bona fide holder, the certificate of the clerk of the county of Essex, upon the face of the bonds, that the bonds had been registered in his office, in the very words of the statute, is conclusive evidence of such registry, and no evidence that the bonds were not in fact registered can affect his rights unless it be proved that he had such knowledge of such non-registry before he purchased the bonds."

399 That would be true, gentlemen, in the absence of direct testimony that these bonds were not in fact registered at the time of the exchange.

It seems to me that in order to give validity to the bonds, the registry should be made by the township agents, who issued them, or by parties representing them, and the persons who received them had no right to register and hold them as against the township without the township's consent to the registry. What I have already said upon that subject covers what I am asked to say here.

3rd. "That as a matter of law the bonds in suit were not in fact issued until long after their registry and until the actual delivery by the trust company to the railroad company of such bonds, upon the mandate of Harrison, Doremus, & Holmes, the agents of the company and for that purpose, under the contract for the exchange of the bonds."

Well, gentlemen, I am not inclined to charge that. I think the bonds were issued when they were exchanged.

4th. "There is no evidence of any actual fraud whatever in the issuing of the bonds, or in any of the preliminary steps thereto, and if there were such evidence it could not affect the title of the plaintiff as a bona fide holder, unless knowledge of the fraud were brought home to him, of which there is no evidence."

400 I have already charged that substantially. The reason that I ruled out a large amount of evidence on that point was that the counsel for the defendant would not agree to connect the plaintiff with the charge of fraud, and that shows that I hold it to be the law.

I have no hesitation in charging that there is no evidence to affect the title of the plaintiff as a bona fide holder, unless knowledge of the fraud or irregularities were brought home to him, of which there is no evidence.

5th. "If the jury believe that R. M. Hening, Jared E. Harrison, & Hiram B. Little, were appointed commissioners for Montclair Township, in any way, by the judge of the circuit court of the county of Essex, and that they acted openly as such commissioners before the issue of such bonds, such appointment, however defective, constituted them public agents for the defendants by colore officii (by color of office), and de facto, and their acts in issuing these bonds bind the defendants as respects the plaintiff, who is a bona fide holder of the bonds in suit."

I will charge that, gentlemen, of course, subject to what I have already said as to the invalidity of any transfer made by these parties before registry.

401 The defendants request that I should charge you as follows:

1st. "That under the act of April 9th, 1868, entitled 'An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway Company,' there was no authority in law for the appointment of commissioners to borrow money on the faith and credit of the Montclair Township, or to issue bonds therefor; that the provisions of said act are not applicable to said township."

I decline to charge that, because that is not my view of the law.

2nd. "That so much of the act of April 15, 1868, creating *to* the township of Montclair, as attempts to impose on that township a liability to be bonded under the provisions of the act of April 9th, 1868, above referred to, is in conflict with the constitution of New Jersey, and is therefore void."

I decline to charge that for the reasons already assigned: 1st. That in my judgment it is unnecessary to decide that question in this case; and secondly, that the impressions in my mind are in favor of the constitutionality of that law rather than against it.

3rd. "That under the constitution of New Jersey the legislature could not lawfully vest the appointment of the commissioners for Montclair Township under the act of April 9th, 1868, in a judge of a circuit
402 court."

I decline to charge that, as my impression of the law is to the contrary.

4th. "That the appointment of the commissioners for the township of Montclair under said act, if any such appointment was made, was without warrant of law and was void."

I decline to charge that.

5th. "That before the plaintiff can recover in this case, it must be proved to the satisfaction of the jury, by the clear weight of the evidence, that the commissioners who issued these bonds were appointed by the judge of the circuit court of the county of Essex in the manner pointed out by the act authorizing their appointment."

I decline to charge that.

6th. "That the authority exercised by the judge in making such appointment was a special statutory authority that could only be exercised upon the condition and in the manner prescribed by the act, and as there is no written appointment by which the compliance with the preliminary requirements of the act is manifested, the proof of such compliance must be supplied by other evidence."

That is the law.

7th. "The mere fact that an appointment of the commissioners was made by the judge, if the jury shall so find, is not sufficient to supply
403 the want of such preliminary proof."

No, the jury have the right to consider the fact of the appointment, and if found to have been made, then to assume that the judge had authority to make it.

Mr. McCARTER. We except to the qualification.

8th. "The registry of the bonds was necessary to their validity, without which they could not be lawfully issued or disposed by the commissioners. If they were issued or disposed of without such registry they were invalid, and such invalidity could not be cured by the subsequent registry of the bonds."

I charge that.

9th. "Being without validity when issued, the defect was not cured by their afterwards coming into the hands of a bona fide holder for value without knowledge that they had been issued or disposed of without registry."

I have changed the first word "being" to "if;" that I charge as my view of the law.

10th. "If the evidence satisfies the jury that there were circumstances of fraud or illegality in the inception of the bonds, or in the circumstances under which they were issued and disposed of by the commissioners,
404 then the plaintiff cannot recover on the bonds without some proof that he purchased them for value, or gave some consideration for them."

The COURT. This point has given me considerable trouble. I have taken pains to ascertain the law in regard to it. The Supreme Court has decided that these bonds have all the qualities of negotiable instruments, and the law that is applicable to them is applicable to these bonds. Now what is the law in regard to the holder of negotiable paper who acquires his title before they come due? I am relieved from any responsibility here by simply stating what the Supreme Court of the United States has stated it to be. I refer to 20 Howard, 343, where the subject was examined with great care, and the court decided that a bona fide holder of negotiable paper for a valuable consideration, without any notice of facts which impeached its validity as between the antecedent parties, if he takes it under an endorsement made before the same becomes due, holds the title unaffected, and may recover thereon, although as between the antecedent parties, the transaction may be without any legal validity; that where a person is in possession of a negotiable instrument, the presumption is that he holds it for a valuable consideration, and the burden of proof is upon him who disputes it.

405 I then refer to the opinion of the Supreme Court in the 16 of Peters, in the case of John Swift v. George W. Tyson, and then Judge Stone puts the case in very few words. The judge says, "There is no doubt that a bona fide holder of a negotiable instrument, without any notice of facts which impeach its validity as between the antecedent parties, if he takes it under an indorsement made before the same becomes due, holds the title unaffected by these facts, and may recover thereon, although as between the antecedent parties the transaction may be without any legal validity. This is a doctrine so long & so well established & so essential to the security of negotiable paper that it is laid up among the fundamentals of the law, and requires no authority or reasoning to be now brought in its support. As little doubt is there that the holder of any negotiable paper before it is due is not bound to prove that he is a bona fide holder for a valuable consideration without notice, for the law will presume that in the absence of all rebutting proofs, and therefore, it is incumbent upon the defendant to establish by way of defence satisfactory proofs of the contrary, and thus to overcome the prima facie title of the plaintiff.

406 The case of Larduer vs. Murray, 2 Wallace, 118, was thus: A thief entered Mr. Lardner's safe in the city of Philadelphia and stole out of it quite a number of railroad bonds, and then went to New York and sold them to a broker by the name of Murray, at his office in Wall st., for full value. A suit was brought by Larduer v. Murray, the broker, who had purchased them. The court there said, "The possession of such paper carries the title with it to the holder, the possession and the title are one and inseparable. The plaintiff who takes it before due for a valuable consideration without knowledge of any defect of title and in good faith holds it by a title valid as against all the world."

Suspicion of defect of title or the knowledge of circumstances which would excite such suspicion in the mind of a prudent man, or gross negligence on the part of the taker at the time of the transfer, will not defeat his title; that result can only be produced by bad faith on his part. "The burden of proof lies on the person who assails the right claimed by the party in possession."

My attention was called to the case of Commissioners of Douglass Co. vs. Bolles, in 4th Otto; there the court, by Judge Strong, said, "It is there-

fore manifest that the plaintiffs have the rights of bona fide purchasers even if the burden of showing it be regarded as resting on them, even, he says, if the burden of showing that he is bona fide purchaser rests
407 on the plaintiff." He don't say it does. The case of Smith vs. Sac County, in the 11th of Wallace, 139, where the opinion of the court was given by Mr. Justice Miller, is the one which has caused all the embarrassment in my mind. I don't know what my duty is in cases of this description. Certainly the last opinion of the Supreme Court on a question of this kind ought to govern. Mr. Justice Miller holds, speaking for the majority of the court, that the party who brought the suit was obliged under some circumstances to take the burden of proof.

He says, if there are any circumstances in the nature of fraud and illegality which can be left to the jury, proof of these circumstances will cast on the plaintiff the onus of showing that he did give value for it before maturity.

From the opinion by Mr. Justice Miller, Mr. Justice Clifford dissents.

I hold that the solemn adjudication of this question is what I am obliged to follow, and as there are three cases which throw the burden on the defendant, I must hold the defendant responsible for the proof of want of bona fide, or lack of value.

I consequently decline to charge as requested in number 10.

11th. "That by the issue presented by the pleadings in the case, the burden of showing that he was a purchaser for value, or claims title through such a purchaser was on the plaintiff."

408 I decline to charge that.

12th. "The commissioners had no authority to delegate any duty imposed on them by the act to others, nor to confer on any other person the right to determine when or to whom the bonds should be delivered or disposed of.

I decline to charge that. I think the commissioners not only acted wisely, but I think it is a very proper thing for them to do.

13th. "That if the jury believe the commissioners so dealt with the bonds that they parted with all control over them, and took no responsibility and gave no directions as to the registry, then a subsequent registration will not validate them."

I charge that.

And thereupon the defendants' counsel prayed an exception to that part of the charge of the court, to the effect that full authority and power are found in the act of April 9th, 1868, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take bonds of the Montclair Railway Company," for the township of Montclair, although subsequently created to issue the bonds in controversy, and
409 that the said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

And defendants' counsel also prayed on exception to that part of the charge of the court, to the effect that if the jury were satisfied from the evidence that Judge Depue in fact signed an order appointing Haning, Harrison, & Little commissioners for the township of Montclair, then in

the absence of any proof to the contrary the appointment was made by the judge in accordance with the provisions of the law. Certificate of appointment is at least prima facie if not conclusive proof that he adjudicated upon the legality of the petition, and prayed that his said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON. [L. S.]

Defendants' counsel also excepted to that part of the charge which directed the jury to accept the proof afforded by the affidavits of the assessor that the consents of the said owners to bond the township were obtained and filed according to the act, and prayed that his said
410 exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON. [L. S.]

Defendants' counsel also excepted to so much of the charge that the proviso of the third section of the act of the legislature of New Jersey, approved April 15, 1868, entitled "An act to incorporate the township of Montclair," was not in conflict with the constitution of New Jersey, and prayed that his said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON. [L. S.]

Defendants' counsel also excepted to that part of the charge of the court that with regard to all matters which involve an irregular or defective exercise of power, the plaintiff being a bona fide holder was not bound to look behind the certificates of the commissioners and the assessors & the county clerk, that the various requirements had been complied with, and prayed that his said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON. [L. S.]

411 Defendants' counsel also excepts to that part of the charge by which the court charged the jury that there is no evidence to affect the title of the plaintiff as a bona fide holder, unless knowledge of the frauds or irregularities were brought home to him, of which there was no evidence. That if there was evidence of actual fraud in the issuing of the bonds, or in any of the preliminary steps thereto, it could not affect the title of the plaintiff as a bona fide holder, unless knowledge of the fraud were brought home to him, and prayed that his said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON. [L. S.]

Defendants' counsel also excepted to so much of the charge of the court as directed that if the jury believe that R. M. Hening, Jared E. Harrison, & Hiram B. Little were appointed commissioners for Montclair in any way by the judge of the circuit court of Essex County, and that they acted openly as such commissioners before the issue of the bonds, such appointment, however defective, constituted them public agents colore officii (by color of office) and de facto, and their acts in issuing these bonds bind the defendants in respect to the plaintiff in this suit, who is a bona fide
412 holder of the bonds in suit, subject to what the court had previously said as to the invalidity of any transaction made before registry,

and prayed that the said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON. [L. S.]

Defendants' counsel also excepts to the refusal of the court to charge, as requested by defendants' counsel, "That under the act of April 9, 1868, entitled 'An act to authorize certain townships, towns, and cities to issue bonds, and to take the bonds of the Montclair Railway Company,' there was no authority in law for the appointment of commissioners, to borrow money on the faith and credit of the township of Montclair, or to issue bonds therefor; that the provisions of said act are not applicable to said township," and prayed that his said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepts to the refusal of the court to charge the jury, as requested by defendants' counsel, that so much of the
413 act of April 15, 1868, creating the township of Montclair, as attempts to impose upon the township a liability to be bonded under the provision of the act of April 9, 1868, above referred to, is in conflict with the constitution of New Jersey, and therefore void, and prayed that his said exception may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepts to the refusal of the court to charge the jury as requested by defendants' counsel, that under the constitution of New Jersey, the legislature could not lawfully vest the appointment of commissioners of Montclair Township under the act of April 9th, 1868, in a judge of the circuit court, and prayed that the said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepts to the refusal of the judge to charge the jury as requested by defendant that the appointment of the commissioners for the township of Montclair under said act, if any such ap-
414 pointment was made, was without warrant of law and was void, and prayed that his said exception may be sealed, and it was sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepts to the refusal of the court to charge the jury as requested, that before plaintiff can recover in this case it must be proved to the satisfaction of the jury by the clear weight of the evidence that the commissioners who issued these bonds were appointed by the judge of the circuit court of the county of Essex in the manner pointed out in the act authorizing their appointment, and prayed that his said exception might be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepted to the refusal of the court to charge as requested, that the mere fact that an appointment of the commissioners was made by the judge if the jury should so find, is not sufficient to sup-

ply the want of proof of compliance with the preliminary requirements of the act, and to the qualification annexed to such refusal that the
415 jury have the right to consider the fact of the appointment, and if found to have been made, then to assume that the judge had authority to make it, and prayed that his said exception may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also except to the refusal of the court to charge the jury that if the evidence satisfies the jury that there were circumstances of fraud or illegality in the inception of the bonds or in the circumstances under which they were issued and disposed of by the commissioners, then the plaintiff cannot recover on the bonds without some proof that he purchased them for value or give some consideration for them, and prayed that his said exception may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepted to the refusal of the court to charge the jury that by the issue presented by the pleadings in the case, the burden of showing that he was a purchaser for value or claims title through such a purchaser, was on the plaintiff, and prayed that his said ex-
416 ception may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepted to the refusal of the court to charge the jury that the commissioners had no authority to delegate any duty imposed upon them by the act to others, nor to confer on any other person the right to determine when or to whom the bonds should be delivered or disposed of, and prayed that his said exception may be sealed, and it is sealed *and it is sealed* accordingly.

JNO. T. NIXON, *J.* [L. S.]

Defendants' counsel also excepted to that part of the charge of the court to the effect that if the jury were satisfied that Messrs. Hening, Harrison, and Littell were in fact appointed by the judge, and if they were satisfied that the bonds were registered by the parties for the commissioners or by agents of theirs, before they were to become the property or under the control of the railway company, then their verdict
416½ should be for the plaintiff for the sum of $20,681.21, and prayed that the same may be sealed, and it is sealed accordingly.

JNO. T. NIXON, *J.* [L. S.]

TRENTON, N. J., *Nov.* 30, 1878.

(Indorsed:) Circuit court of the United States, district of New Jersey. Thomas Ramsdell vs. The Inhabitants of the Township of Montclair, in the County of Essex. Bill of exceptions. McCarter & Keen, attorneys of def'ts. Filed November 30, 1878.

417 Supreme Court of the United States of October term, in the year of our Lord one thousand eight hundred and seventy-nine.

THE INHABITANTS OF THE TOWNSHIP OF Montclair, in the County of Essex, plaintiffs in error,
vs.
THOMAS RAMSDELL, DEFENDANT IN ERROR.
} In debt.

On error the circuit court of the United States for the district of New Jersey.

Afterwards, to wit, on the second Monday in October, in this same term, before the justices of the Supreme Court of the United States, at the Capitol, in the city of Washington, come the said The Inhabitants of the Township of Montclair, in the County of Essex, by Thomas N. McCarter, their attorney, and say that in the record and proceedings aforesaid, and also in the matters recited and contained in the said bill of exceptions, and also in giving the verdict and judgment aforesaid, there is manifest error in this, to wit:

First. That the declaration aforesaid and the matters therein contained are not sufficient in law for the said Thomas Ramsdell to have
418 his action against the said The Inhabitants of the Township of Montclair, in the County of Essex.

Second. There is also error in this, to wit, for that the said judge before whom the said cause was tried, at and upon the aforesaid trial of the said issue so joined between the parties aforesaid, admitted in evidence a certain paper purporting to be a bond executed by certain persons as commissioners of the township of Montclair.

Third. There is also error in this, to wit, for that on the said trial the said judge admitted in evidence the answer of the honorable David A. Depue, a witness in said cause, to the question put to him at the said trial by the counsel of the said Thomas Ramsdell, as follows, namely: "I want to know whether in executing this power, in making this appointment, you had seen that all the requirements requisite to the act had been complied with? I simply want to know whether in making this approval you would have done so unless the prerequisites had been complied with?" and overruled the objection of the defendants' counsel to the ad-
419 mission in evidence of the answer of the said witness to the said question.

Fourth. There is also error in this, to wit, for that at said trial the said judge admitted secondary and parole evidence of the contents of the alleged petition for the appointment of commissioners, and of the order appointing commissioners to act in issuing bonds for the said township of Montclair.

Fifth. There is also error in this, to wit, for that at said trial the said judge admitted in evidence certain papers, purporting to be bonds of the township of Montclair, being those declared on in the declaration in the said cause.

Sixth. There is also error in this, to wit, for that the said judge at the

said trial refused to permit the defendants to show and give in evidence that the persons whose names were appended to the consents signed by the owners of real estate in the said township, which were put in evidence by the plaintiff in this cause, did not represent two-thirds in value of
420 the taxable real estate of the township of Montclair, and overruled the offer of the defendants to prove said fact.

Seventh. That there is also error in this, to wit, for that the said judge at said trial refused to permit the defendants to show that the written consent of persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property in the township of Montclair, borne on the last assessment roll at the value therein appearing, had been obtained before the issuing of the bonds, and overruled the offer of defendants' counsel to prove said fact.

Eighth. There is also error in this, to wit, for that the said judge at said trial refused to permit the defendants to show that the written consent of persons owning, or representing as agent or president, at least two-thirds of the real estate and landed property of the township of Montclair, borne on the assessment roll for the township of Bloomfield, for the year eighteen hundred and sixty-seven, was not obtained before the issuing of the bonds, and overruled the offer of the defendants to show that fact.

421 Ninth. There is also error in this, to wit, for that the said judge at said trial refused to permit the defendants to show and give in evidence that there was a deficiency in such consent mentioned in the last assignment of errors relating to the Bloomfield assessment roll, amounting to ninety-six thousand six hundred and twenty dollars ($96,620), and overruled the offer of the defendants to show and give in evidence that fact.

Tenth. There is also error in this, to wit, for that the said judge at said trial refused to permit the defendants to show that the statutory requirements preliminary to the issuing of the bonds were not complied with, and overruled the offer of the defendants to prove said fact.

422 Eleventh. There is also error in this, to wit, for that the said judge at the said trial overruled the offers of evidence of the defendants referred to in the tenth (10th), ninth (9th), eighth (8th), seventh (7th), and sixth (6th) assignments of errors upon the ground that at that stage of the proceedings the defendants were estopped by the acts of their officers from raising the defence sought to be sustained by the said offers of evidence.

Twelfth. There is also error in this, to wit, for that the said judge at the said trial refused to permit the defendants to prove and give in evidence that before the issuing of said bonds no assessment roll was made by extracting from any assessment roll or rolls for eighteen hundred and sixty-seven, or eighteen hundred and sixty-nine all that relates to any assessment of persons or property in the territory embraced in the new township of Montclair, and overruled the offer of the defendants to prove the said fact.

Thirteenth. There is also error in this, to wit, for that on the
423 said trial the said judge refused to permit the defendants to show that the signers of consents, which had been put in evidence by the plaintiff in this case did not represent two-thirds of the taxable real

estate and landed property of the township of Montclair borne on the assessment roll of eighteen hundred and sixty-nine (1869), by a deficiency of over seventeen thousand dollars ($17,000), and overruled the offer of the defendants to prove that fact.

Fourteenth. There is also error in this, to wit, for that on said trial the said judge refused to permit the defendants to show and give in evidence that the assessor of the township of Montclair, Arzy E. Van Gieson, did not, in ascertaining the facts which he certified to, to enable the said bonds to be issued, pursue the course pointed out by the statute, and overruled the offer of the defendant to prove said fact.

Fifteenth. There is also error in this, to wit, for that on the said trial the said judge refused to permit the witness Arzy E. Van Gieson
424 to answer the following question put to him by the counsel of the defendants at the said trial, namely: "Did you extract from any assessment roll of the township of Montclair or the township of Bloomfield, the valuation of taxable real estate in the township of Montclair for the purpose of making this affidavit?"

Sixteenth. There is also error in this, to wit, for that the said judge at the said trial refused to permit the defendants to prove by the witness Arzy E. Van Gieson that he made the affidavit as assessor in this case without having extracted from any assessment roll the taxable value of the real estate to enable him to determine whether the signers of the said consents represented two-thirds of the taxable real estate in the township of Montclair or not.

Seventeenth. There is also error in this, to wit, for that the said judge on the said trial refused to permit the defendants to prove that no extract was made by the said Arzy E. Van Gieson from any assessment
425 roll of the taxable value of the real estate for the purpose of making the affidavit made by him to the said consents.

Eighteenth. There is also error in this, to wit, for that the said judge at the said trial refused to permit an answer to be given by the witness Arzy E. Van Gieson to the question which was put to him by defendants' counsel, as follows, namely: "Did you give to the Commissioners Hening, Littell, and Harrison, or either of them, a certificate as to the proportion of the taxable landed value which was represented by this consent?"

Nineteenth. There is also error in this, to wit, for that the said judge at said trial refused to permit the defendant to show and give in evidence by the said Arzy E. Van Gieson that on the sixteenth day of March, eighteen hundred and sixty-seven, and before he was sworn into office as assessor, he gave to the commissioners a certificate in regard to the value of the taxable real estate in the township of Montclair, represented by the signers of the consent.

426 Twentieth. There is also error in this, to wit, for that the said judge at the said trial refused to permit in evidence in said suit the record and proceedings in a certain suit in chancery of New Jersey, wherein William Frame was complainant and Robert M. Hening, Jared E. Harrison, and Hiram B. Littell, and the Montclair Railway Company were defendants, and overruled the offer of the defendants' counsel to read the same in evidence.

Twenty-first. There is also error in this, to wit, for that the said judge on the said trial refused to permit the defendants to prove and give in evidence that the commissioners who issued the said bonds acted on the

certificate of Arzy E. Van Gieson, as assessor of Montclair Township, in issuing the bonds, which certificate was made and bore date prior to the time that Mr. Van Gieson was sworn into office as assessor.

427 Twenty-second. There is also error in this, to wit, for that the said judge at the said trial refused to admit in evidence the oath of office of Arzy E. Van Gieson as assessor of the township of Montclair, and overruled the offer of defendants' counsel to read the same in evidence in said court.

Twenty-third. There is also error in this, to wit, for that the said judge in said case in delivering his charge to the jury instructed the jury that full authority and power are found in the act of April 19th, 1868, entitled "An act to authorize certain townships, towns, and cities to issue bonds and to take the bonds of the Montclair Railway Company," for the township of Montclair, although subsequently created, to issue the bonds in controversy.

Twenty-fourth. There is also error in this, to wit, for that the said judge instructed and charged the jury on the said trial that if the jury were satisfied from the evidence that Judge Depue in fact signed the order ap-

428 pointing Henning, Harrison, and Littell commissioners for the township of Montclair, that in the absence of any evidence to the contrary the appointment was made by the judge in accordance with the provisions of the law; that his certificate of appointment was at least prima facie, if not conclusive, proof that he had adjudicated on the legality of the petition.

Twenty-fifth. There is also error in this, to wit, for that the said judge charged the jury at the said trial and instructed them to accept the proof afforded by the affidavits of the assessor that the consent of the said owners to bond the township were obtained and filed according to the act.

Twenty-sixth. There is also error in this, to wit, for that the said judge further charged the jury that the proviso of the third section of the act of the legislature of New Jersey, approved April 15th, 1868, entitled "An act to incorporate the township of Montclair," was not in conflict with the constitution of the State of New Jersey.

429 Twenty-seventh. There is also error in this, to wit, for that the said judge charged the said jury at said trial that with regard to all matters that involved the irregular or defective exercise of power, the plaintiff, being a bona fide holder, was not bound to look behind the affidavits of the commissioners and the assessor and the county clerk that the various requirements had been complied with.

Twenty-eighth. There is also error in this, to wit, for that the said judge at said trial further charged the jury that there was no evidence to affect the title of the plaintiff as a bona fide holder of said bonds unless knowledge of the frauds and irregularities were brought home to him, of which there was no evidence; that if there was evidence of actual fraud in issuing the bonds, or in any of the preliminary steps thereto, it could not affect the title of the plaintiff as a bona fide holder unless knowledge of the fact were brought home to him,

Twenty-ninth. There is also error in this, to wit, for that the said

430 judge at said trial charged the jury that if the jury believed that Robert M. Henning, Jared E. Harrison, and Hiram B. Littell were appointed commissioners for Montclair in any way by the judge of the

circuit court of Essex County, and that they acted openly as such commissioners before the issue of the bonds, such appointment, however defective, constituted them public agents colore officii, by color of office, and de facto, and their action in issuing these bonds bind the defendants in reference to the plaintiff in this suit, who is a bona fide holder of the bonds in suit, subject to what the court had previously said as to the invalidity of any transaction had before registry.

Thirtieth. There is also error in this, to wit, for that the said judge at said trial refused to charge the jury, as requested by defendants' counsel, that the act of April 9th, 1868, entitled "An act to authorize certain townships, towns, and cities to issue bonds and take the bonds of the Montclair Railway," could furnish no authority either for the appointment
431 of commissioners to borrow money on the faith and credit of the township of Montclair or to issue bonds therefor, and that the provisions of said act are not applicable to said township.

Thirty-first. There is also error in this, to wit, for that the said judge at said trial refused to charge the jury, as requested by defendants' counsel, that so much of the act of April 15th, 1868, creating the township of Montclair as attempted to impose on the township a liability to be bonded under the provisions of the act of April 9th, 1868, above referred to, is in conflict with the constitution of the State of New Jersey, and therefore void.

432 Thirty-second. There is also error in this, to wit, for that the said judge at the said trial refused to charge the jury, as requested by defendants' counsel, that under the constitution of New Jersey the legislature could not lawfully vest the appointment of commissioners for Montclair Township, under the act of April 9th, 1868, in a judge of the circuit court.

Thirty-third. There is also error in this, to wit, for that the said judge at the said trial refused to charge the jury, as requested by defendants' counsel, that the appointment of commissioners for Montclair Township under said act, if any such appointment was made, was without warrant of law, and was void.

Thirty-fourth. There is also error in this, to wit, for that the said judge at said trial refused to charge the jury, as requested by defendants' counsel, that before the plaintiff can recover in this case it must be proved to the satisfaction of the jury, by the clear weight of the evidence, that the commissioners who issued these bonds were appointed by the judge of
433 the circuit court for the county of Essex in the manner pointed out in the act authorizing their appointment.

Thirty-fifth. There is also error in this, to wit, for that the said judge at the said trial refused to charge the jury, as requested by defendants' counsel, that the mere fact that an appointment of the commissioners was made by the judge, if the jury should so find, is not sufficient to supply the want of proof of compliance with the preliminary requirements of the act. And there was further error in the charge of the said judge to the jury, that they had a right to consider the effect of the appointment, and if they found it to have been made, then to assume that the judge had authority to make it.

Thirty-sixth. There is also error in this, to wit, for that the said judge at said trial refused to charge the jury, as requested by defendants' coun-

sel, that if the evidence satisfied the jury that there were circumstances of fraud or irregularity in the inception of the bonds, or in the circumstances under which they were issued and disposed of by the commission-
434 ers, that the said plaintiff cannot recover on the bonds without some proof that he purchased them for value or gave some consideration for them.

Thirty-seventh. There is also error in this, to wit, for that the said judge at said trial refused to charge the jury, as requested by defendants' counsel, that by the issue presented by the pleadings in the case, the burden of showing that he was a purchaser for value, or claims title through such a purchaser, was on the plaintiff.

Thirty-eighth. There is also error in this, to wit, for that the said judge at said trial refused to charge the jury, as requested by defendants' counsel, that the commissioners had no authority to delegate any duty imposed upon them by the act to others, nor to confer on any other person the right to determine when or to whom the bonds should be delivered or disposed of.

Thirty-ninth. There is also error in this, to wit, for that the said judge at said trial charged the jury that if they were satisfied that Messrs. Hening, Harrison, and Littell were in fact appointed by the judge, and if
435 they were satisfied that the bonds were registered by the parties for the commissioners, or by agents of theirs' before they became the property or under the control of the railway company, that their verdict should be for the plaintiff in the sum of twenty thousand six hundred and eighty-one dollars and twenty-one cents ($20,681.21).

Fortieth. There is also error in this, to wit, for that the said circuit court rendered judgment in said cause in favor of the plaintiff and against the defendants when, under the evidence in the case and by the law of the land, judgment should have been rendered in favor of the defendants.

And the said The Inhabitants of the Township of Montclair, in the County of Essex, pray that the judgment aforesaid may be annulled, reversed, and altogether held for naught, and that they may be restored to all things which they have lost by reason of the said judgment.

THOMAS N. McCARTER,
Att'y of Pl'ffs in Error, Newark, N. J.

(Indorsed:) U. S. Sup. Court. The Inhabitants of the Township of Montclair, in the County of Essex, pl'ff's in error, v. Thomas Ramsdell, def't in error. In debt. Assignment of error. Filed September 6, 1879. S. D. Oliphant, clerk. Thomas N. McCarter, att'y pl'ffs in error.

436 United States circuit court, district of New Jersey.

I, S. D. Oliphant, clerk of the United States circuit court for the district of New Jersey, do hereby certify the foregoing written and printed pages to be a true transcript of the record and proceedings in the case of Thomas Ramsdell against The Inhabitants of the Township of Montclair, in the county of Essex, as fully as the same remain on file and of record in my office.

In witness whereof I hereunto set my name and affix the seal of said

court, at office, in the city of Trenton, in said district, this thirtieth day of October, in the year of our Lord eighteen hundred and seventy-nine.

[SEAL.] S. D. OLIPHANT, *Clerk.*

(Indorsement on cover:) No. 147. The Inhabitants of the Township of Montclair, in the County of Essex, plaintiffs in error, vs. Thomas Ramsdell. New Jersey C. C. U. S. Filed 12th November, 1879.

J. L. Hall

Impd Safe

Patd July 23. 1867 No. 67.045

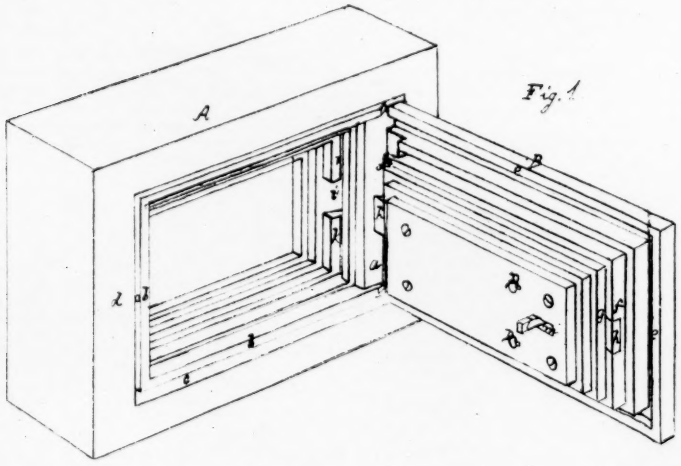
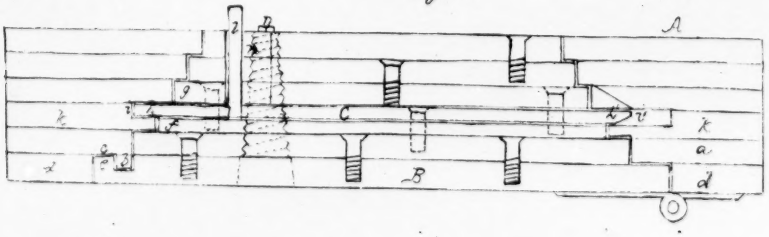


Fig. 1

No. 163
Hall
v.
MacNeale
& Urban
} page 1646.

Fig 2



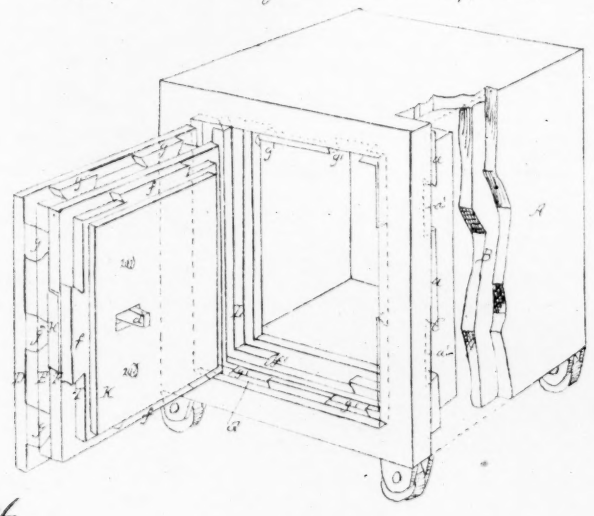
Charles L Fisher
Samuel R. Russell

Joseph L Hall

J. L. Hall

Impd Safe

Patd July 23, 1867 Fig 1 No 67,046.



No. 163
Hall
v.
Mackenzie &
Urban

Drgs 1654

1654.

Fig 2

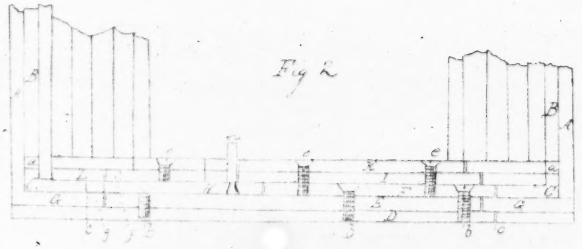
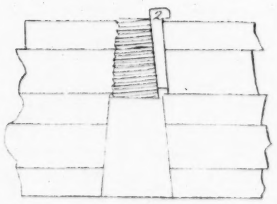


Fig 3



Charles L. Fisher
Fellows Keller & Emmet

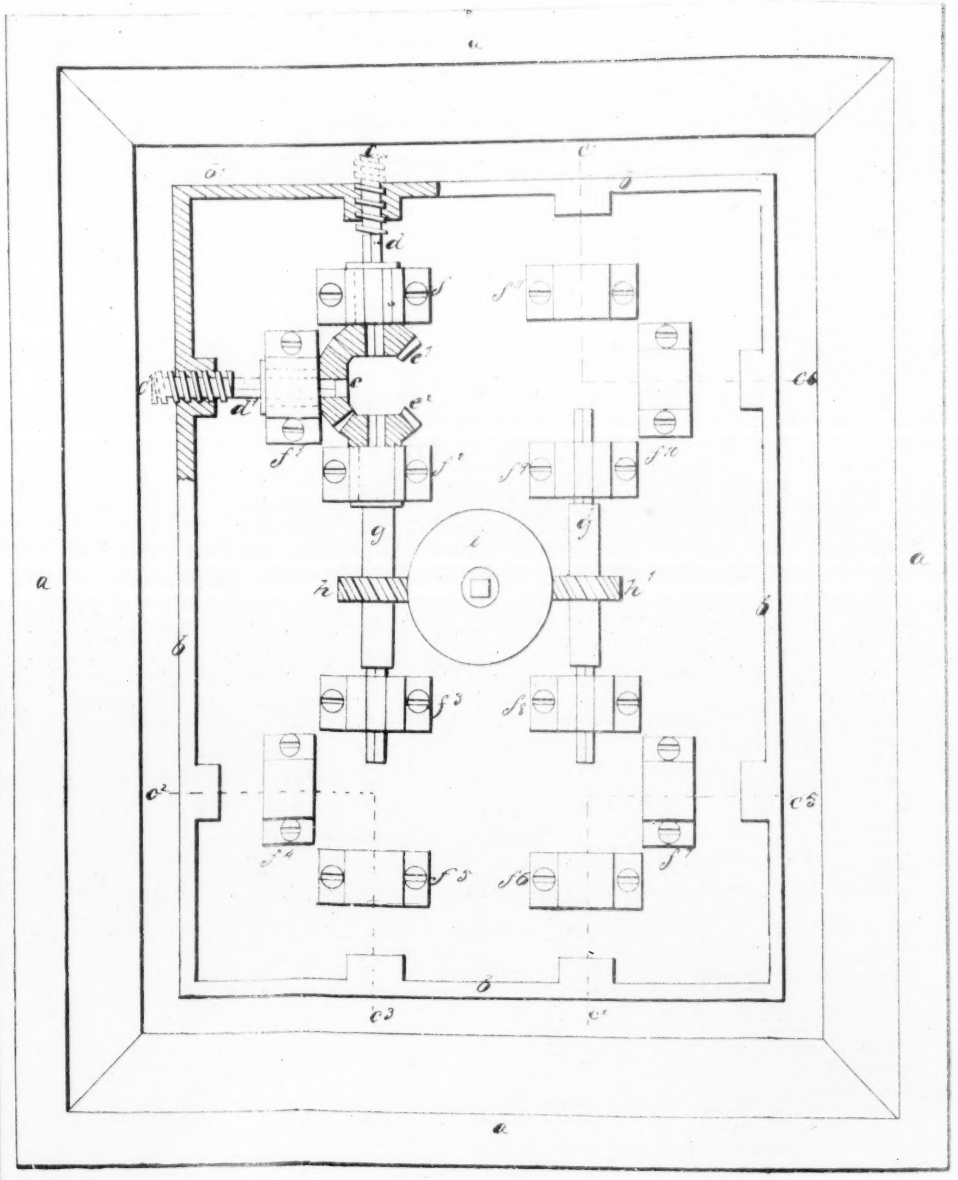
Joseph L. Hall

1654

A.D. 1865, Mar. 2, N° 585.
CHATWOOD'S SPECIFICATION.

FIG. 15.

(2 SHEETS)
SHEET 2



FIGS

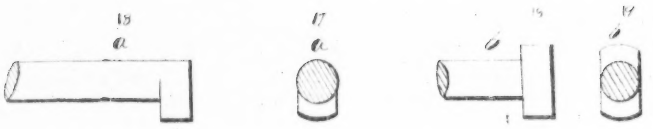


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FIG. 20.

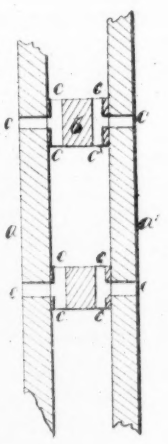
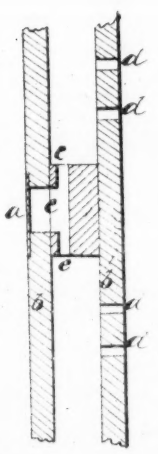


FIG. 21.



1757

A.D. 1865, Mar. 2, N° 585.
CHATWOOD'S SPECIFICATION

FIG. 1.

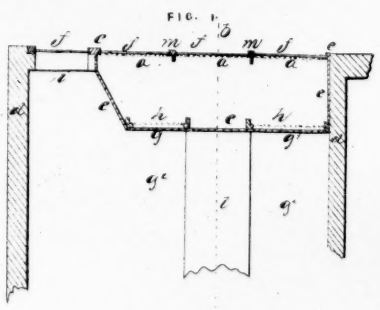


FIG. 2.

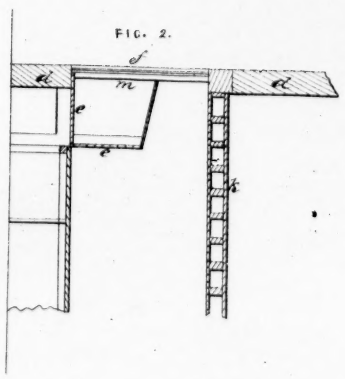


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FIG. 3.

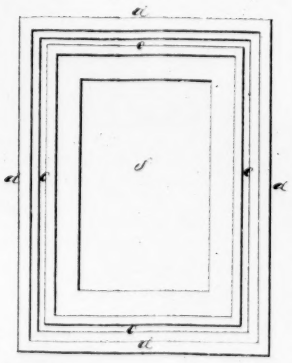


FIG. 5.

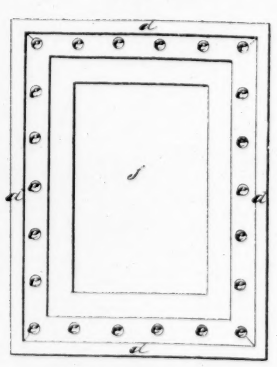


FIG. 4.

FIG. 6.

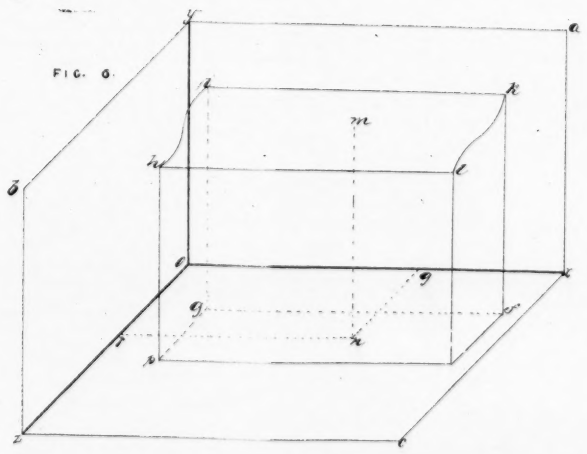
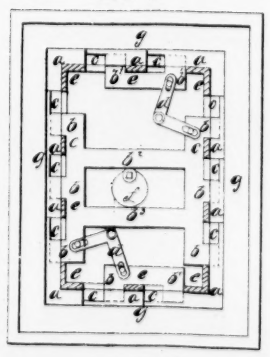


FIG. 7.



FIGS

FIG. 8.

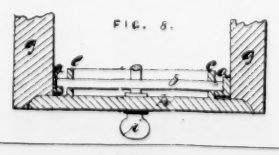


FIG. 14.

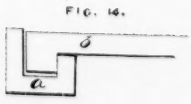
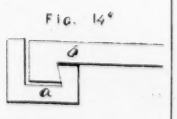


FIG. 14a



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A.D. 1854. Aug. 1. N° 1697
HOLLANDS SPECIFICATION.

SHEET 2
(2 SHEETS)

FIG. 21.

FIG. 34.

FIG. 22.

FIG. 53.

FIG. 35.

FIG. 36.

FIG. 37

FIG. 38.

FIG. 39.

FIG. 40

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FIG. 20.

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FIG. 42.

FIG. 43

FIG. 44.

FIG. 45

FIG. 46.

FIG. 48.

FIG. 49.

FIG. 50

FIG. 54.

FIG. 47

FIG. 52

FIG. 53.

FIG. 51.

FIG. 56.

FIG. 57.

FIG. 58

FIG. 59

FIG. 60

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et Turbun
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I. H. Miller

Safe Door.

No. 25,906. Patented Oct. 25. 1859.

Fig 1.

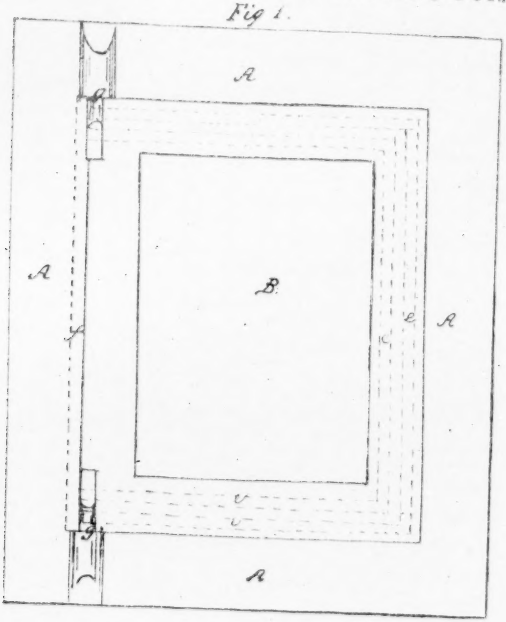


Fig. 2.

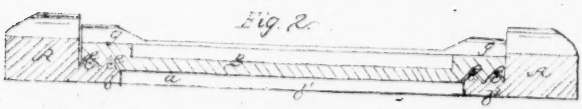
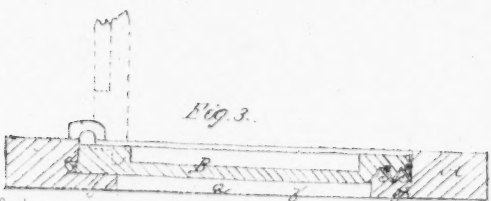


Fig. 3.



Witnesses

Inventor,
I. H. Miller

1830

A. D. 1865. Mar. 11. N° 635.
TANN'S Specification.

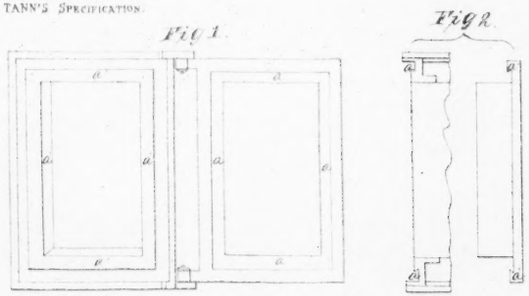


Fig 1.

Fig 2.

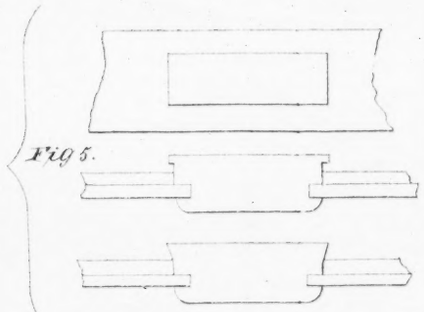
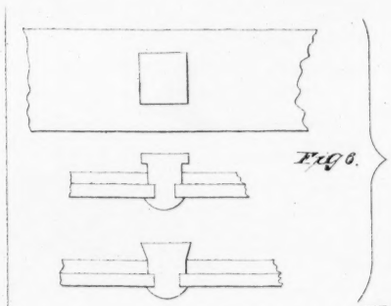


Fig 5.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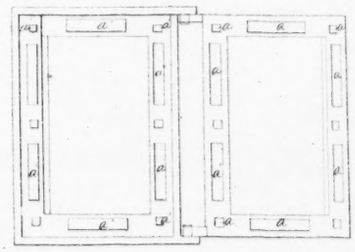


Fig 3.

Fig 4.

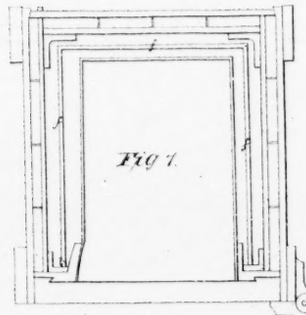


Fig 7.

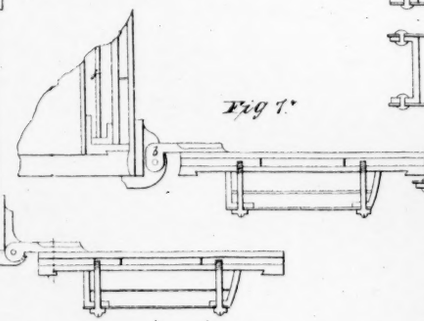
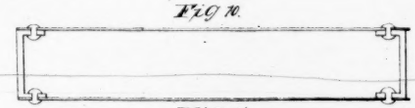


Fig 7*.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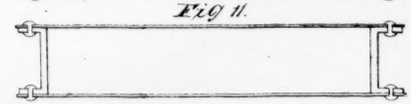
Fig 11.

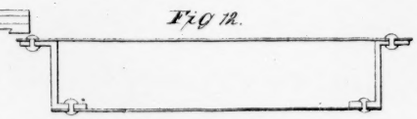
Fig 12.

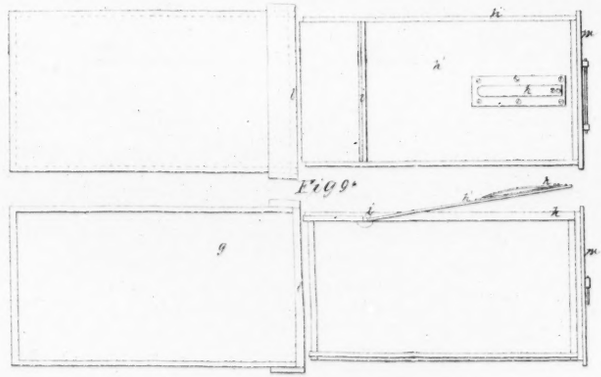
Fig 9.

Fig 9*.

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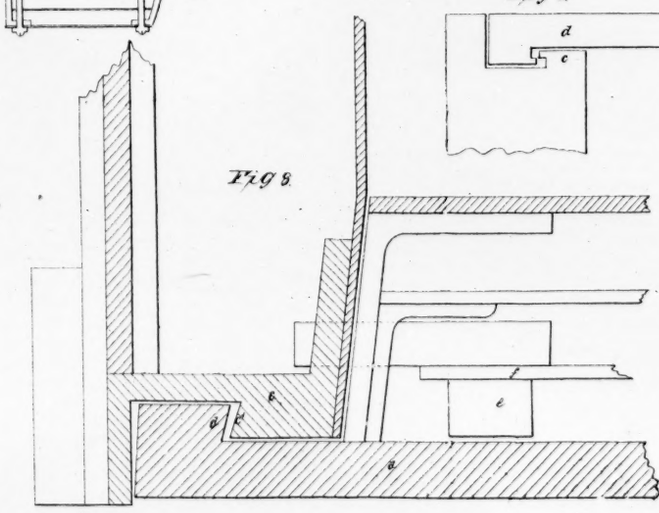
Fig 8.

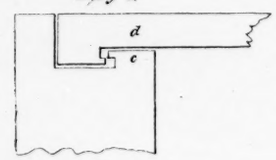
Fig 8*.

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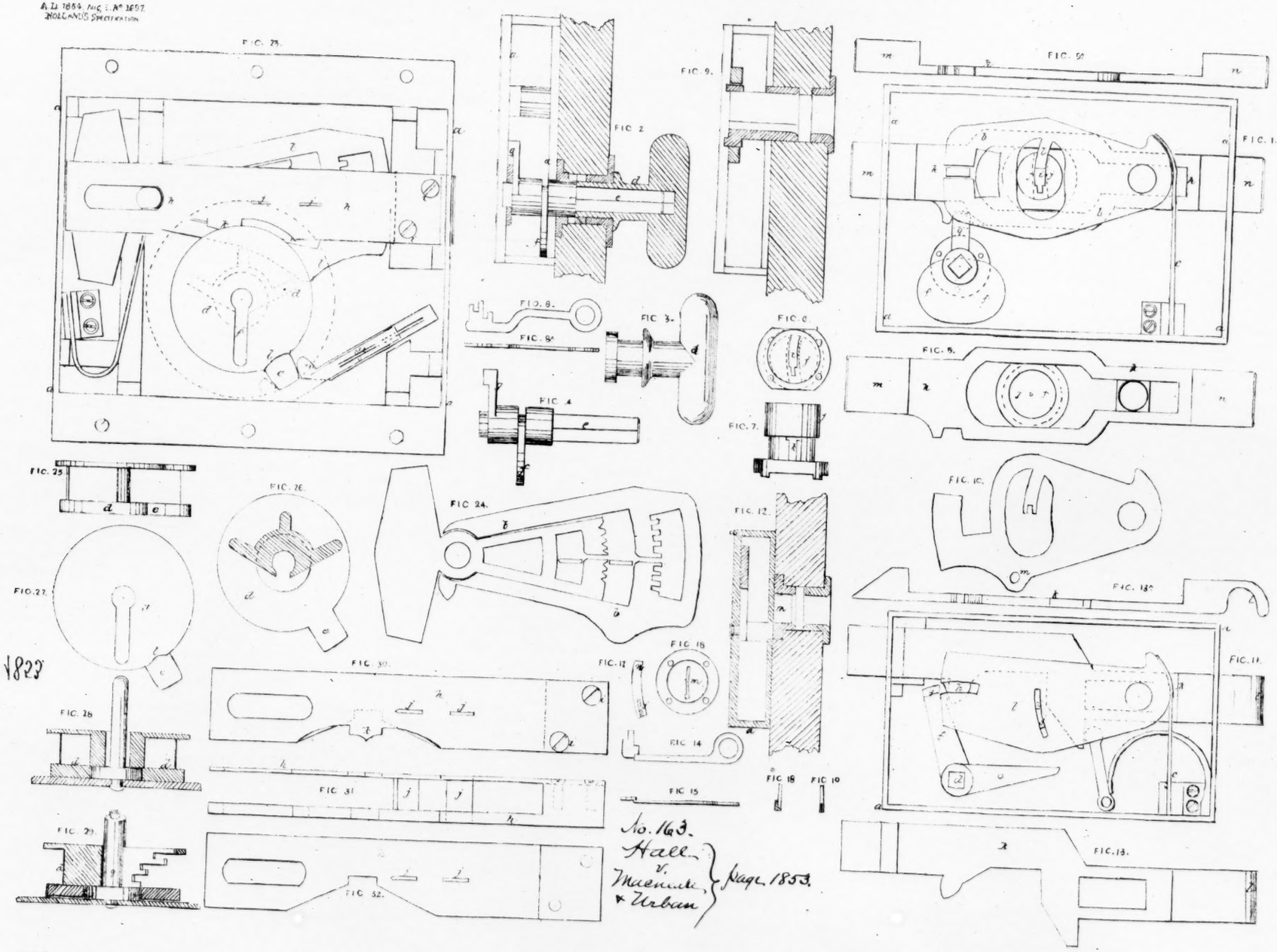
A.D. 1854. Nov. 1. N° 2697.
HOLLANDS Specification



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A.D. 1865 Feuil. No. 555
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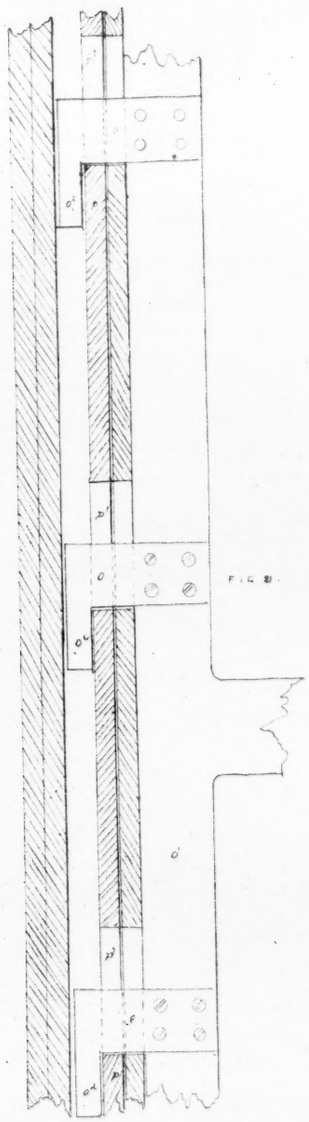


FIG. 24.

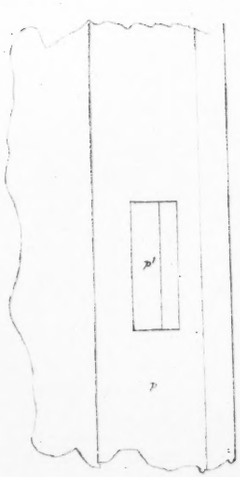
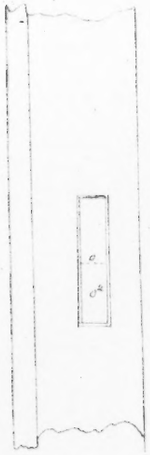


FIG. 25.



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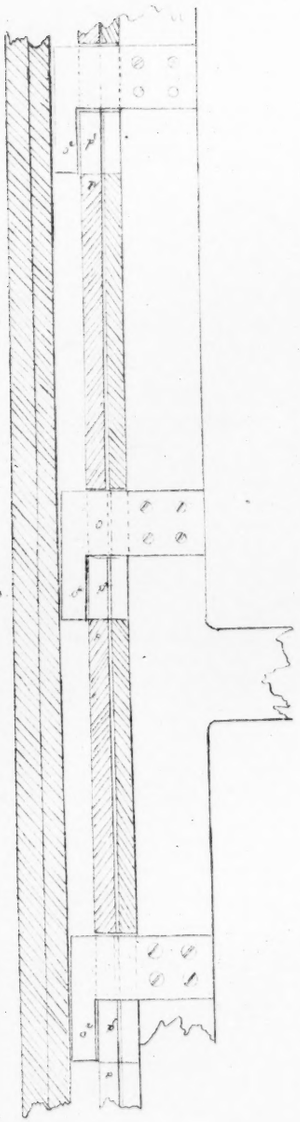
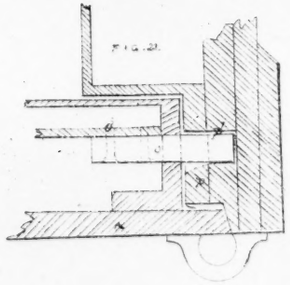


FIG. 22.



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HART'S SPECIFICATION

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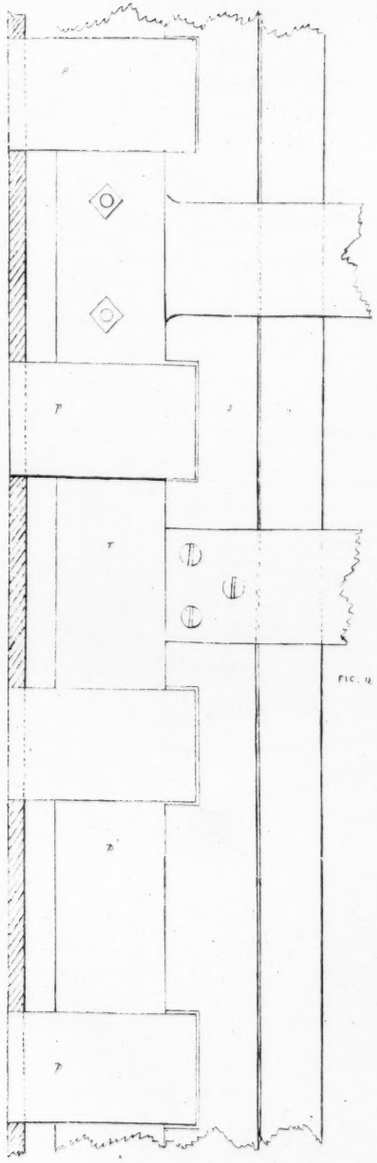


FIG. 16

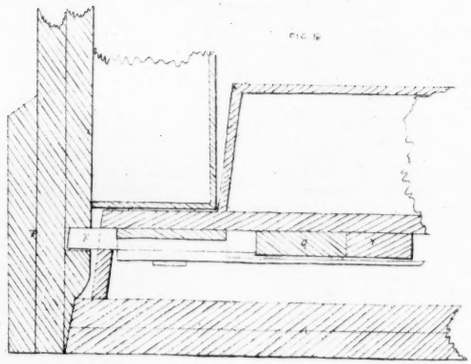
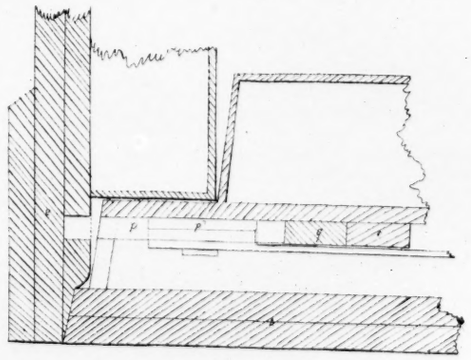
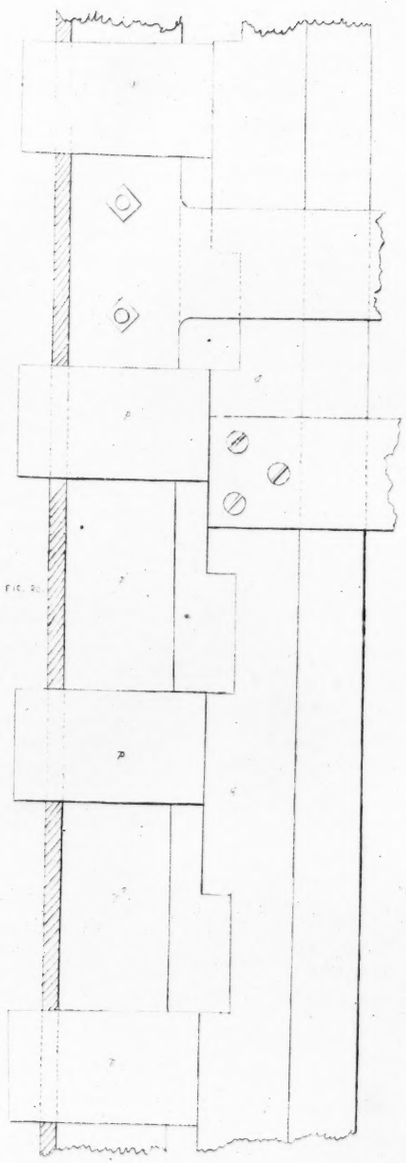


FIG. 17





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A.D. 1865 Feb 20 No. 279
HART'S SPECIFICATION

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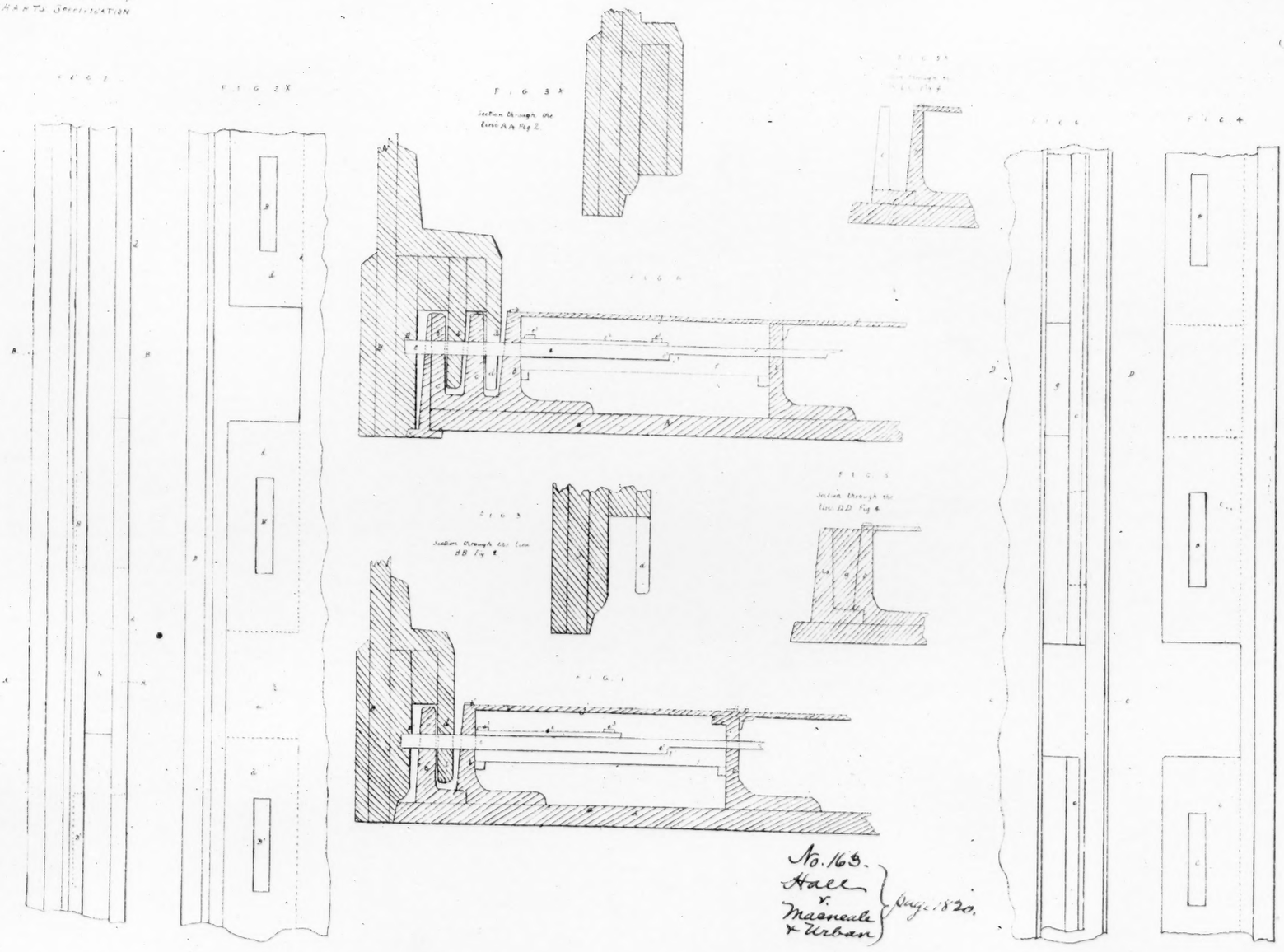

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A.D 1865 Feb 28 N° 559
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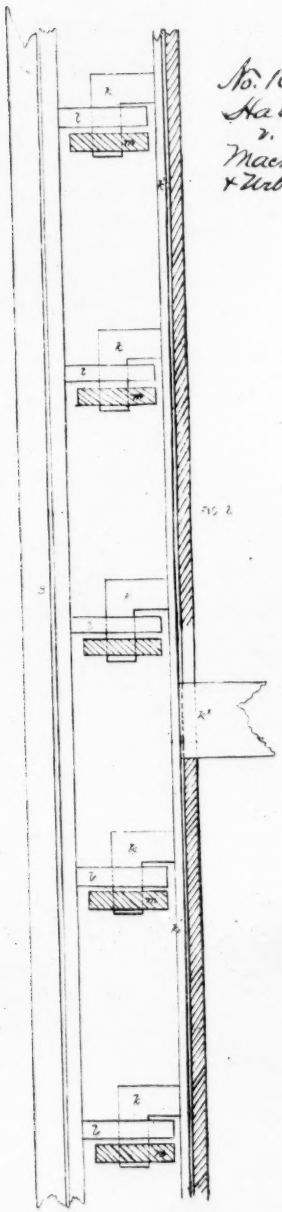

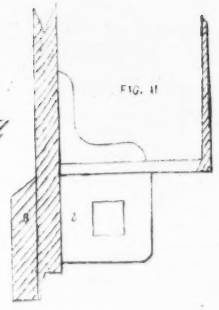

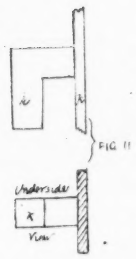

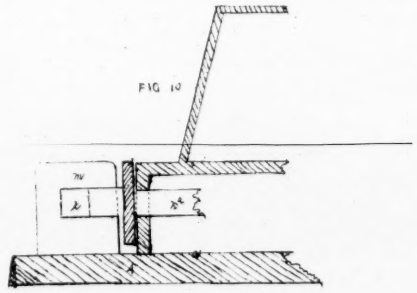

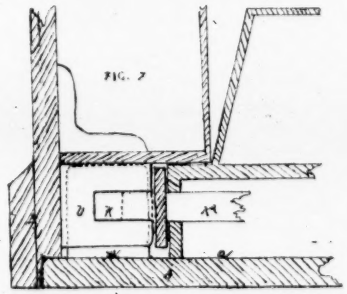

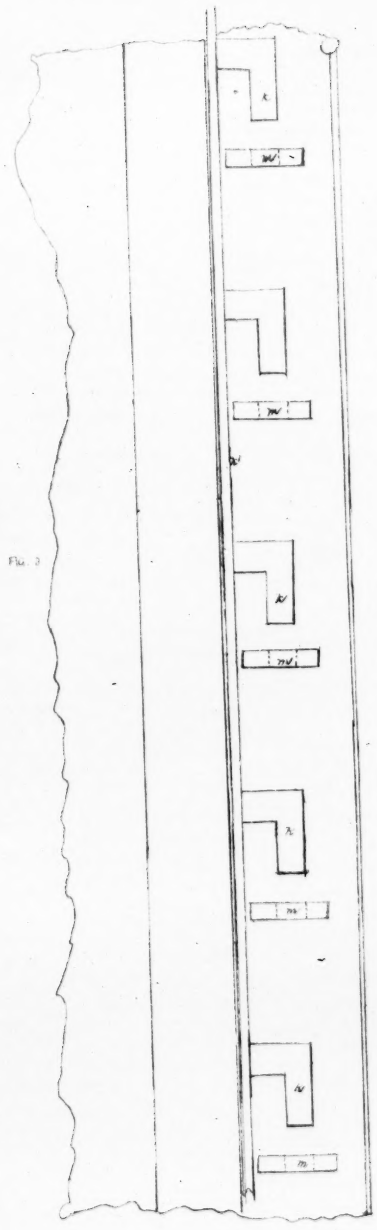

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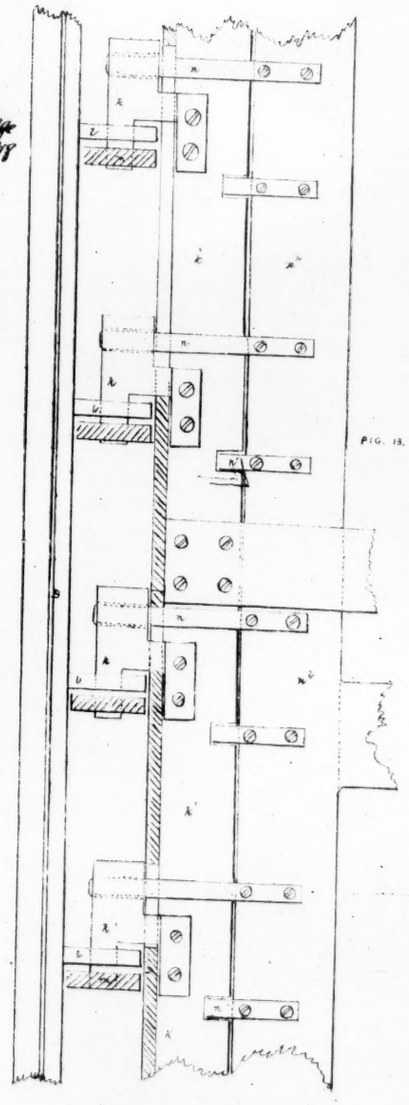


FIG. 13.

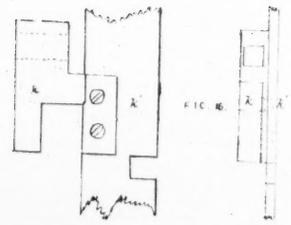


FIG. 16.

End Section

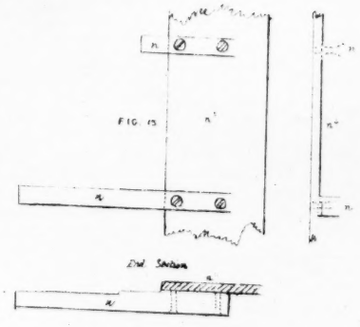
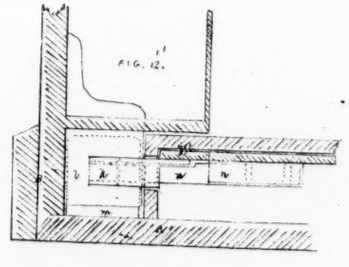


FIG. 15

End Section



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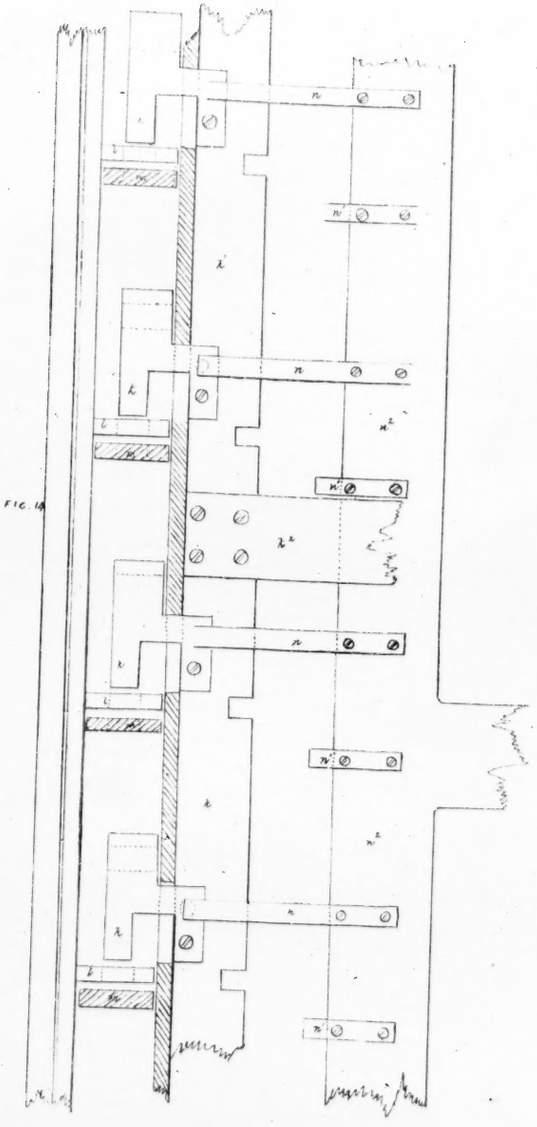

FIG. 14

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J. L. HALL'S

Improvement in

LOCKS

Fig 3

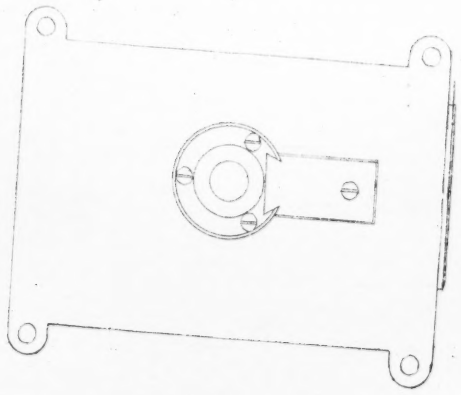


Fig 6

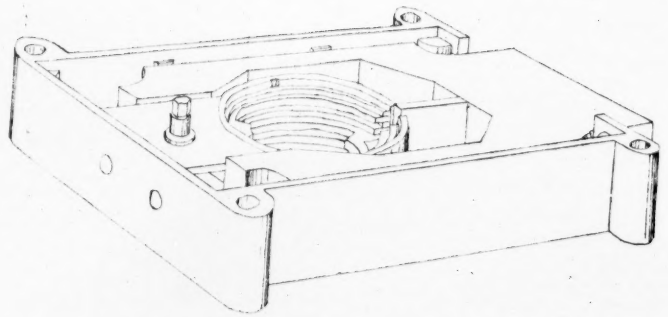
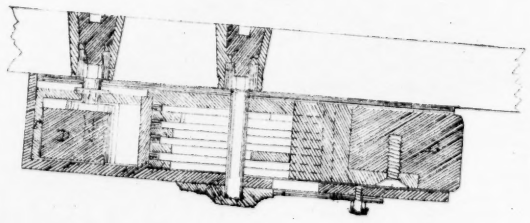


Fig 4



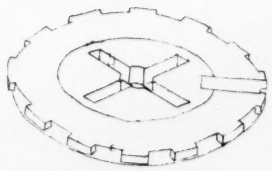


Fig 13

Fig 11

Fig 12

Fig 5

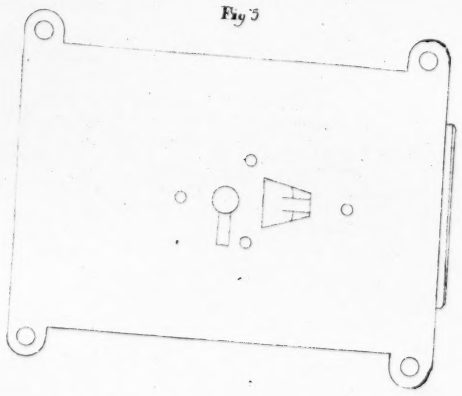


Fig 3

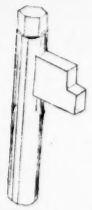


Fig 8

Fig 10

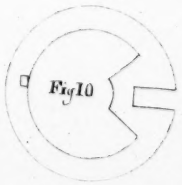


Fig 9

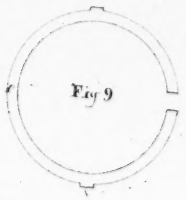
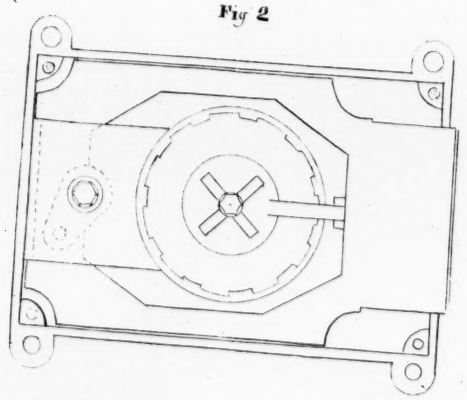


Fig 2



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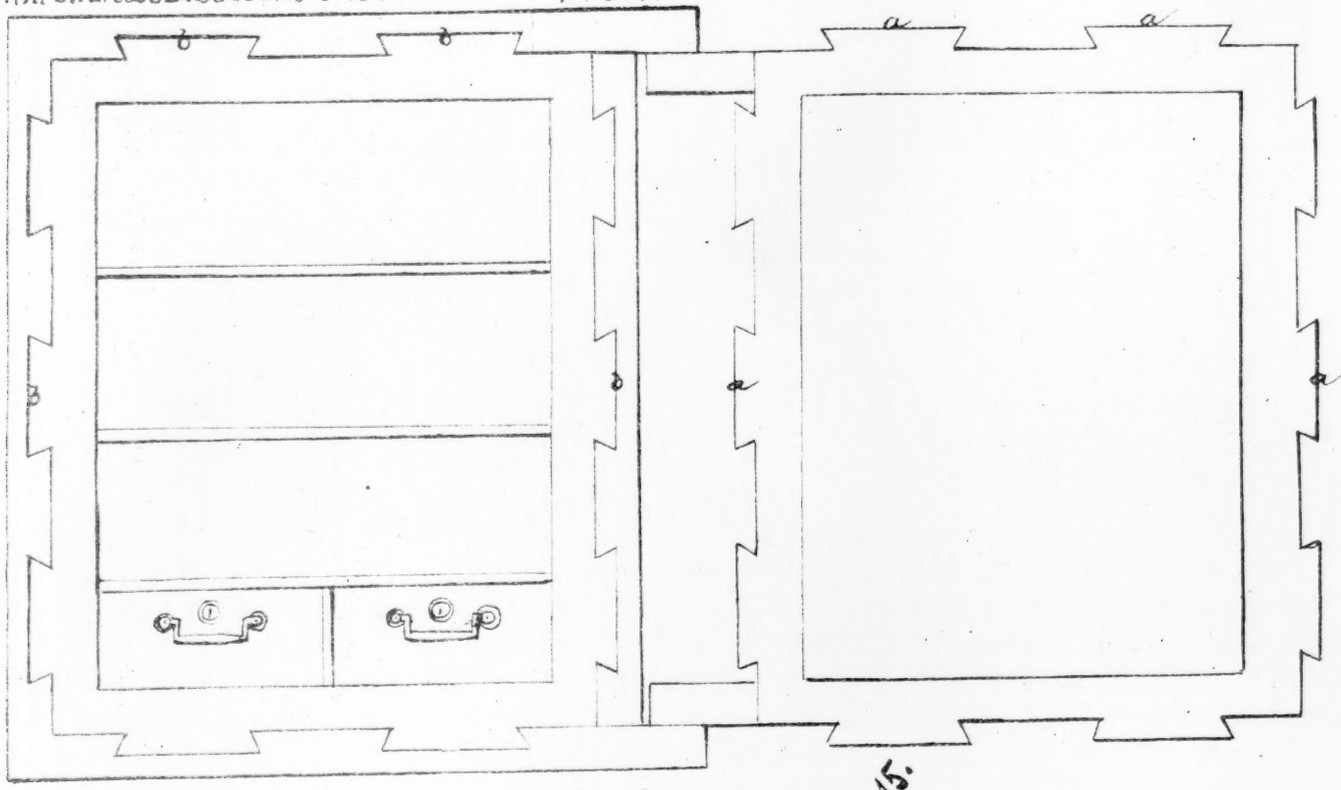
A.D. 1865 June 20 N°1657.
PARRISH THATCHER & GLASSCOCK'S SPECIFICATION

(2 SHEETS)

FIG. 1.



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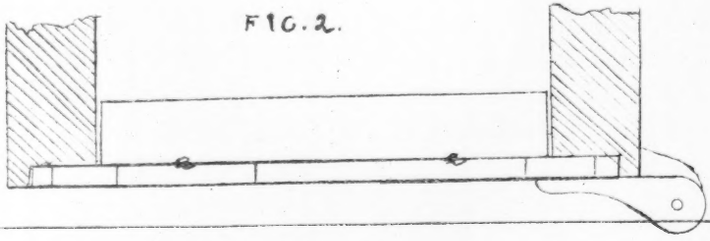


1785

No. 163-
Hale
v.
Maneely
& Urban
Aug. 1785.

17-132

Supreme Court of the United States.

No. 142.

REUBEN HOFFHEINS, *Appellant*,

vs.

C. RUSSELL & CO., CLEMENT RUSSELL, WILLIAM K. MILLER, AND JAMES S. TONNER

APPELLANT'S DRAWINGS.

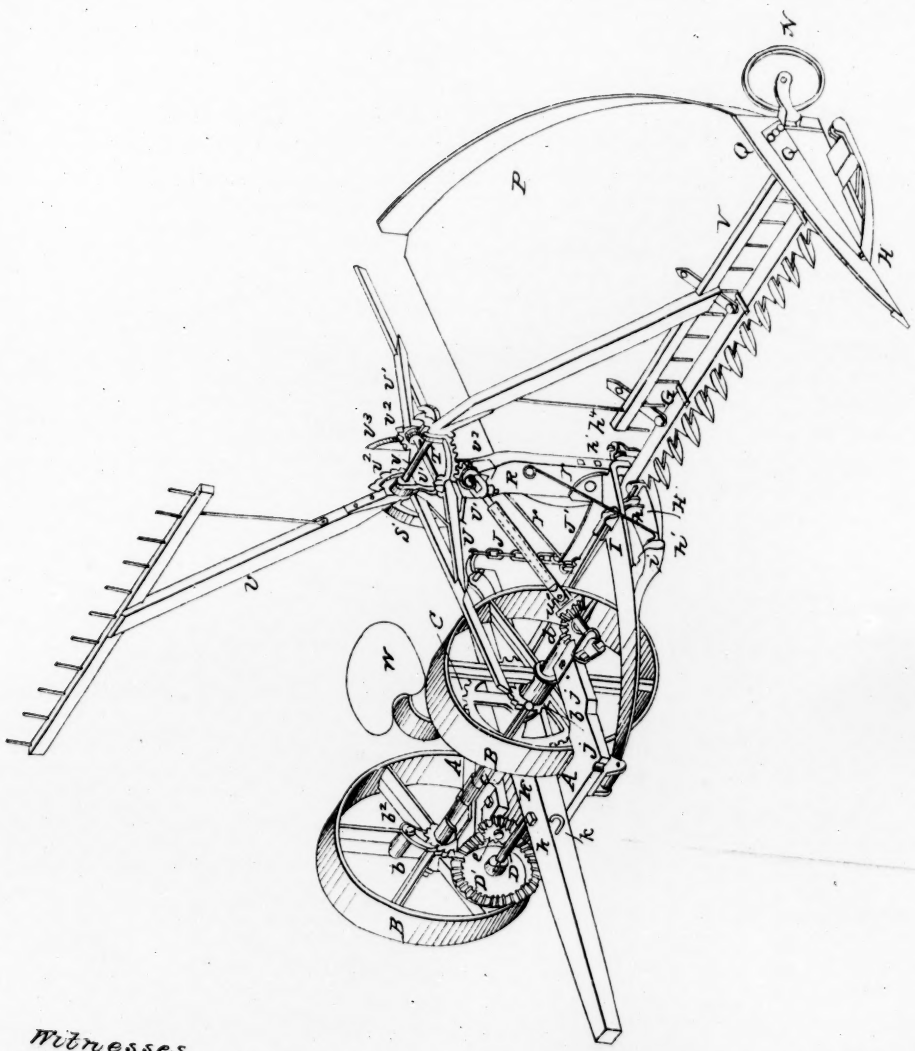
R. HOFFHEINS.

Harvester.

4 Sheets—Sheet 1.

No. 2,490.

Reissued Feb. 19, 1867.



Witnesses
Charles Smith
F. Sheithin

Inventor
R. Hoffheins
By Munn & Co

N. PETERS, Photo-Lithographer, Washington, D. C.

4 Sheets—Sheet 2.

R. HOFFHEINS.

Harvester.

No. 2,490. Reissued Feb. 19, 1867.

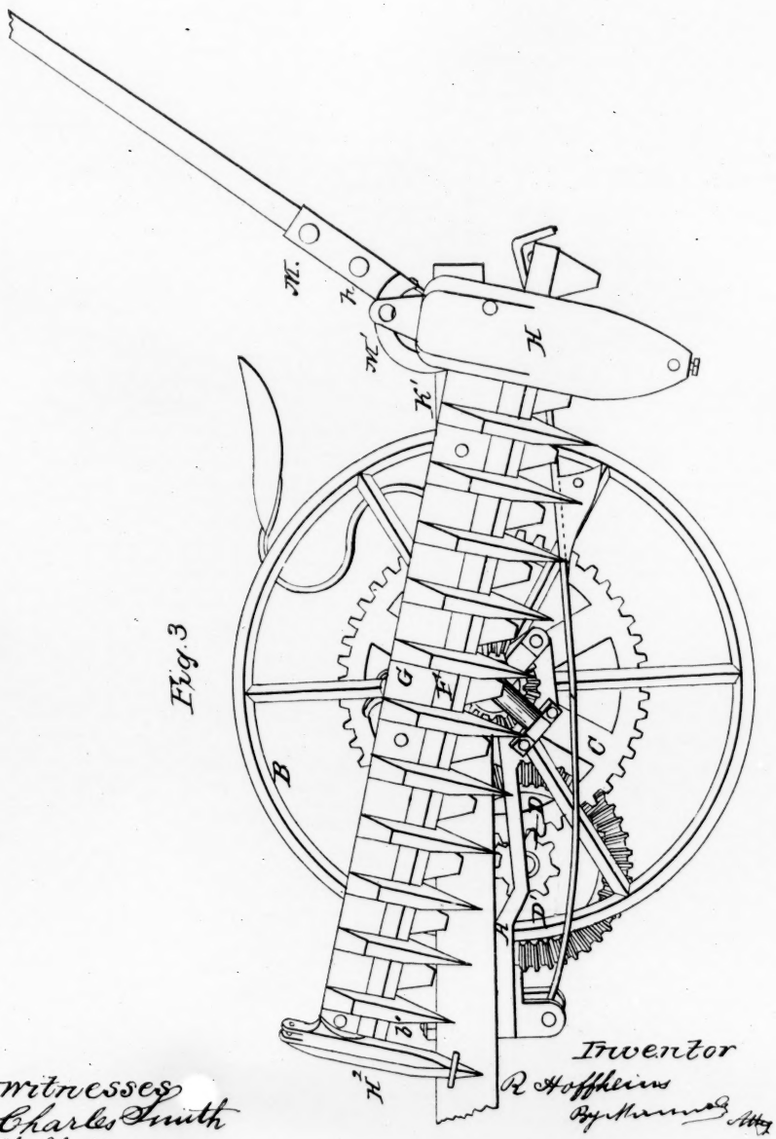


Fig. 3

Witnesses
Charles Smith
J Schuthn

Inventor
R Hoffheins
By Munn & Co Attys

N. PETERS, Photo-Lithographer, Washington, D. C.

4 Sheets—Sheet 3.

R. HOFFHEINS.

Harvester.

No. 2,490.

Reissued Feb. 19, 1867.

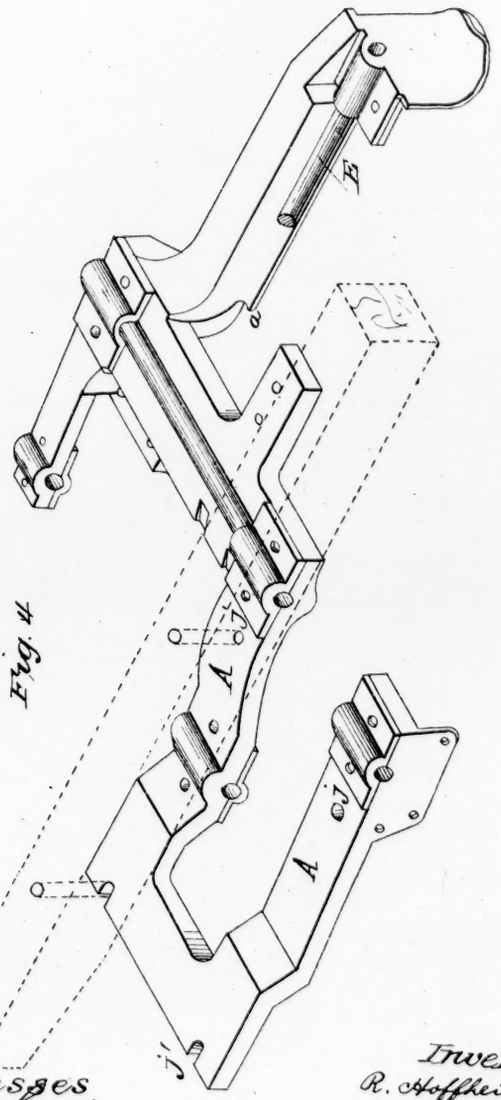


Fig. 4

Witnesses
Charles Smith
J Schuter

Inventor
R. Hoffheins
By Munn & Co Attys

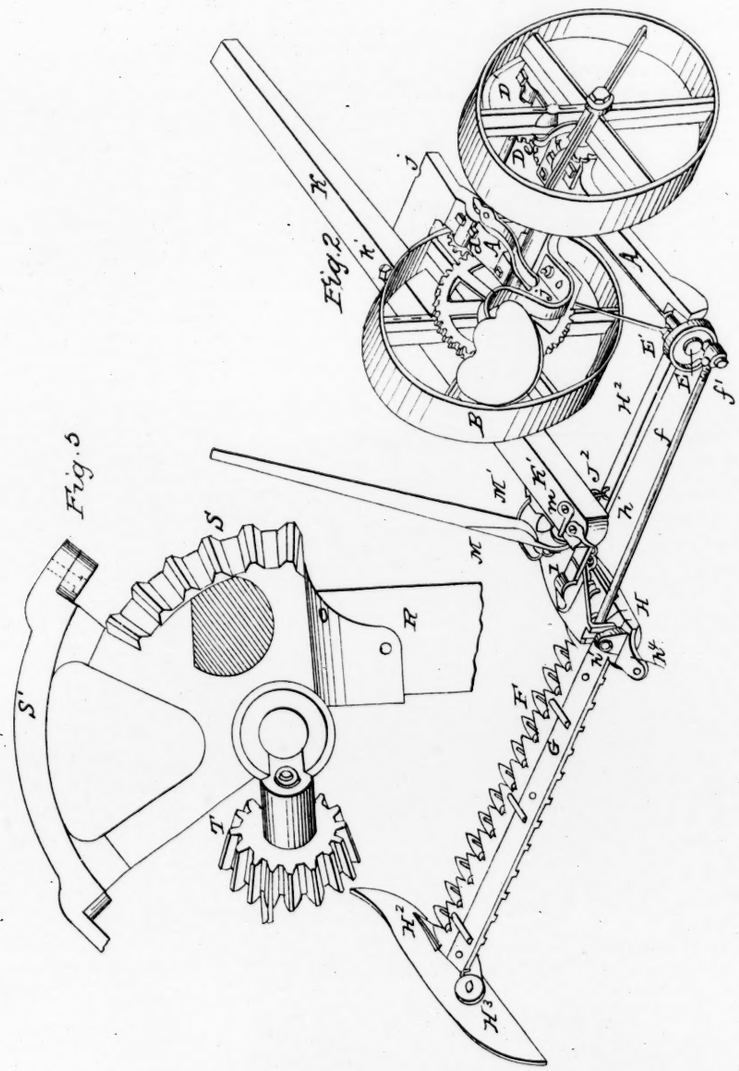
N. PETERS, Photo-Lithographer, Washington, D. C.

4 Sheets—Sheet 4.

R. HOFFHEINS.

Harvester.

No. 2,490. Reissued Feb. 19, 1867.



Witnesses

Charles Smith

F Sheiths

Inventor

R Hoffheins

By Munn & Co

Attys

N. PETERS, Photo-Lithographer, Washington, D. C.

(20)

UNITED STATES PATENT OFFICE.

REUBEN HOFFHEINS, OF DOVER, PENNSYLVANIA.

IMPROVEMENT IN HARVESTERS.

Specification forming part of Letters Patent No. 40,481, dated November 3, 1863; reissue No. 2,102, dated November 7, 1865; reissue No. **2,190**, dated February 19, 1867.

To all whom it may concern:

Be it known that I, REUBEN HOFFHEINS, of Dover, in the county of York and State of Pennsylvania, have invented a new and useful Improvement in Combined Harvester and Rake; and I do hereby declare the following is a full, clear, and exact description of the same, reference being had to the accompanying drawings forming part of this specification, and in which—

Figure 1 is a front perspective view of my improved machine as arranged for cutting grain. Fig. 2 is a rear perspective view of the same in the form of a mower. Fig. 3 is a side view of the same as arranged for transportation. Fig. 4 is a perspective view of the main frame detached. Fig. 5 is a plan of the top of the post on which the rake is mounted.

Similar letters of reference in the several figures indicate corresponding parts.

The invention embraced under this patent relates to the mode of combining a raking apparatus with a harvester.

My first improvement consists in the combination, in a two-wheeled hinged-joint machine, of a driver's seat mounted upon the main frame, with a raking mechanism mounted upon the finger-beam, and rotating on a vertical axis, or one nearly so, substantially as hereinafter described, for the purpose of enabling the driver to ride upon the machine while the rake is in operation.

My second improvement consists in the combination, in a two-wheeled machine, of a shoe, with a finger-beam jointed in it, a rake-standard, and platform, with an extension, J^1, and a draft or main frame, which sustains the weight of the cutting apparatus and raking apparatus, with platform attached, at a point between the two drive-wheels.

My third improvement consists in the combination of the jointed finger-beam, inner shoe, and raking apparatus, as hereinafter explained.

My fourth improvement consists in the combination of the revolving or turning rake, extensible tumbling-shaft, and driving-shaft of the draft-frame, in the manner hereinafter explained.

To enable others skilled in the art to make and use my invention, I will proceed to describe the construction and operation of the same; but in doing so I wish it to be distinctly understood that I do not confine myself to the construction of the draft-frame, nor to any particular construction of the raking apparatus, but desire to include any style of double-wheeled hinged-joint machine, and any style of revolving rake, in combination with a seat upon the main frame, so long as the principle of operation is substantially the same as hereinafter set forth.

The main frame A A (represented in Fig. 4) is cast in one piece, in the form represented, the ends being left disconnected to facilitate molding and to reduce the weight. B B^1 are two driving or supporting wheels, adapted to turn on the axle C, but each, if desired, furnished with a pawl, *b*, taking into a ratchet, *b*^{1}, on the axle, so as to impart rotation thereto when the wheel is turning forward. *b*^{2} is a spring, bearing against the square wheel of the pawl *b*, to hold it either in or out of gear, whichever position it may be set. C^1 is the main gear-wheel on the axle C, which gears with a pinion, *d*, on the transverse shaft D, which carries at its other end a bevel cog-wheel, D^1, gearing with a bevel-pinion, *e*, on the crank-shaft E. E^1 is the crank-wheel, mounted on the rear end of the shaft E, and imparting motion to the cutter F by means of a pitman, *f*, which is provided with a swivel, *f*^{1}, formed of a screw thread and nut, to permit the rolling of the finger-beam without straining or binding the cutter. *a* represents a flange cast upon the main frame for the purpose of imparting additional strength thereto, and also protecting the crank-shaft E. G is the finger-beam, attached at its respective ends to the inner shoe H and the outer shoe or divider H^1. The inner shoe H is pivoted by its center at *h* to the drag-bar I by a universal joint, and at its respective ends to guides *h h*^{1}, which work in vertical dovetail slots formed in pendants *i i* on the drag-bar, in such manner as to brace the beam horizontally, while permitting it to turn freely on its axis, either for the purpose of conforming to the undulations of the ground, to rise over obstructions, or to be turned up edgewise and carried on the machine, in manner as represented in Fig. 3, the point of the divider H^1 resting in a staple in the side of the tongue K.

The tongue is attached to the main frame by means of two bolts, k^1, passing through it, and through notches or holes $j\ j$ or $j^1\ j^1$ at one side of, or near the center of, the frame, so as to permit the adjustment of the said tongue to a position between the wheels for cutting grain, as illustrated in Fig. 1, or on the outside of the outer wheel B^1, for cutting grass, as illustrated in Fig. 2. In either position an extension, K, from the tongue affords a means for supporting the inner end of the finger-beam. This is effected in the illustration given in Fig. 1 by a chain, J, rising from the extreme end of a rigid arm, J^1, which projects inward from the finger-beam or platform, and in the illustration shown in Fig. 2 by a chain, J^2, attached at its lower end to a staple, h, in the lateral stay-rod H^2, and at its upper end to a segment-lever, M, fulcrumed at m on the rear end of the tongue, so that by raising the said lever the heel of the beam may be raised to any required height. A rack, M^2, holds the lever M in any position in which it may be placed. H^3 represents a track-clearer, pivoted in front to the rear of the divider or outer shoe H^1. On the rear of the inner shoe H is formed a lug, h^4, for the attachment of the inner corner of the segmental platform P. The said platform is secured to the finger-beam at suitable intervals by straps O and bolts o^1. N represents a caster-wheel, secured adjustably to the outer edge of the platform, and employed to carry the same at any desired height. Q represents a grain-fender, pivoted in front upon the divider H, and adjustable in height at the rear end by a bolt placed in either of the holes q. On the inner side of the grain-platform, near the heel of the finger-beam, is firmly mounted a post, R, which may incline over toward the main frame, as shown in Fig. 1. The said post is braced by stay-rods $r\ r\ r$, the respective lower ends of which may be bolted to the platform, the front of the shoe H, and the outer end of the rigid arm J^1, so as to secure the post in rigid connection with the platform, and cause it to follow all the motions of the latter. The post R is provided at its upper end with a cogged segment, S, and a segmental guideway, S^1, (see Fig. 5,) by which the revolving rakes are turned and held in the required positions, as will be presently explained. T is an inverted crown-wheel, provided with a vertical shaft, which is journaled in a box on the upper part of the post R. Rotation is communicated to the crown-wheel T by an extensible tumbling-shaft, U U, of square form, made in two parts, sliding one within the other, so as to assume any length which the positions of the parts may require, and work equally well in any position. The said extensible tumbling-shaft is connected at its respective ends by universal joints to pinions $u^1\ u^2$, the first, u^1, mounted upon the main frame, and gearing with a pinion, u^3, on the axle C, and the second, u^2, mounted on the post R, and gearing with the crown-wheel T. The rake or reel arms V V^1 are mounted in pairs upon the ends of horizontal shafts $r\ r^1$, journaled at right angles across the top or back of the inverted crown-wheel T. The rake-arms form an angle with the shaft r, the inclinations of one arm of each pair being just in a converse direction of the other, so that when one rake or reel arm is over and down close to the platform the other will be at a very high position on the inner side of the machine. By this means the rake and reel arms will stand high enough above the draft-frame, on the inner side of the machine, to move clear of the driver, who sits upon the machine in a seat, W, which is mounted upon the main frame, as shown, or in any other position on the frame that will give the greatest convenience and advantage from his weight and use of his hands in the management of the machine. At the junction of each of the rake or reel arms with the shafts $r\ r^1$ is secured a cog-segment, r^2, adapted to gear with the fixed cogged segment S, and in passing over the same to turn the reel or rake on that side of its inverted and elevated position, in which position it is held during about one-fourth of its revolution by a rigid arm, r^3, resting on the segmental guideway S^1; and it will be apparent that the corresponding reel or rake arm, being rigidly secured to the opposite end of the same shaft, will be held in its lower or working position during the same period.

From the foregoing description it will be seen that my invention enables me to combine in a self-raking harvester all the advantages derived from the two-wheeled hinged-joint machine, and still use a rake that turns about an axis, or revolves entirely around the same, and at the same time have the driver or manager ride upon the main or draft frame in such a position that his weight may aid in counterbalancing the weight of the rake and platform, and his hands may be conveniently employed for controlling the machine. The use of the rigid arm J^1, projecting from the finger-beam or platform, and supporting the finger-beam, platform, and rake from the rear of the tongue at a point between the drive-wheels, diminishes the abruptness of the motions of the cutting apparatus, platform, and rake without restricting their freedom in conforming to undulations of the ground. This is the result while cutting grain with the machine, as shown in Fig. 1. The peculiar devices for transmitting motion to the rake adapt it to act equally well at any height or angle of the platform. The peculiar construction and attachment of the inner shoe adapt the finger-beam to roll freely on its axis in use, or to be turned over on its edge, and folded compactly against the frame, as illustrated in Fig. 3, to adapt the machine to be moved from place to place. The pawl or ratchet connection between the driving-wheels and their axle adapts the machine to be turned or backed with perfect freedom, and also affords ready means for throwing the entire machinery out of gear, which is effected by rais-

ing the pawls out of the ratchets, where they will be held by the springs b^2. I would here remark that any well-known style of two-wheeled draft-frame adapted to the purpose herein set forth may be used.

The operation is as follows: For cutting grain the parts are arranged as shown in Fig. 1. The successive rake and reel arms, descending, (as the machine moves forward,) in front of the finger-beam, deflect the grain backward toward the cutters in the customary manner, and the rakes remove the cut grain in compact gavels from the platform, and deposit it out of the return path of the horses. In mowing, the platform and reel are removed, and the cutter is left perfectly free, being suspended on a chain, by which it is raised and lowered through a lever, as before explained, the tongue being transferred to a position on the outside of the wheel B^1, for the purpose of making the machine operate as a mower to better advantage. The cutting apparatus may be thrown out of gear by moving the transverse shaft D longitudinally by lever D^2, and providing it with a pin, d^2, which, in one position of the shaft, will fit a recess in the hub of the wheel, so as to impart rotation thereto, and in the other position will permit the shaft to turn independently of the wheel. This lever may be moved by the hand or foot of the driver.

Having thus described my invention, what I claim as new under this patent is—

1. The combination, in a two-wheeled hinged-joint machine, of a driver's seat mounted upon the main frame, with a raking mechanism mounted upon the finger-beam, and rotating around a vertical axis, or one nearly so, substantially in the manner described, for the purpose of enabling the driver to ride on the machine while the rake is in operation.

2. The combination, in a two-wheeled hinged-joint machine, of a shoe, with a hinged joint in it, with a rake and platform, having an extension, J^2, and with a draft-frame, which sustains the weight of the cutting apparatus and raking apparatus with platform attached at a point between the two drive-wheels.

3. The combination, with the hinged-joint machine, of the inner shoe and raking apparatus, substantially as described.

4. The combination of a revolving or turning rake, extensible tumbling-shaft, and driving-shaft or axle of the main frame, substantially as described.

5. The combination of a two-wheeled hinged-joint machine, a revolving raking apparatus, and a driver's seat mounted on the main frame, substantially as described, and for the purpose set forth.

6. I claim driving a revolving rake, or a combined revolving rake and reel, which move about a vertical, or nearly vertical, axis, by a device arranged on the grain side of the inner drive-wheel or inner side of the draft-frame.

7. Making a direct driving connection between a revolving rake, or a combined rake and reel, which move about a vertical, or nearly vertical, axis, and the inner end of the main-frame axle of the draft-frame.

8. Employing a tumbling-shaft on the inner side of the draft-frame for driving a revolving rake, or a revolving rake and reel, which is mounted on a hinged finger-beam or upon the platform.

9. The combination of a quadrant platform, hinged finger-beam, revolving rake, and a driver's seat supported by the main frame.

R. HOFFHEINS.

Witnesses:
R. T. CAMPBELL,
EDW. SCHAFER.

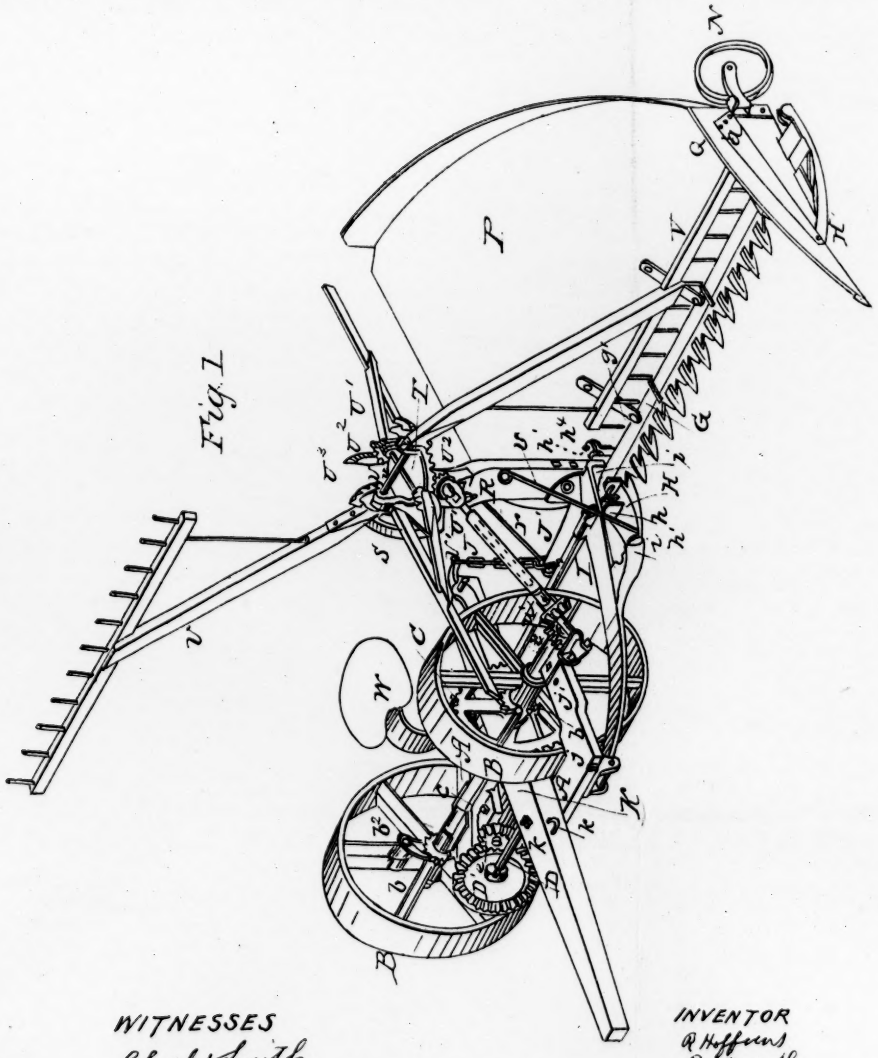
4 Sheets—Sheet 1.

R. HOFFHEINS.

Harvester Rake.

No. 40,481. Patented Nov. 3, 1863.

Fig. 1.



WITNESSES
Charles Smith
S. Scheitler

INVENTOR
R. Hoffheins
By Munn & Co
attys

N. PETERS, Photo-Lithographer, Washington, D. C.

4 Sheets—Sheet 2.

R. HOFFHEINS.

Harvester Rake.

No. 40,481. Patented Nov. 3, 1863.

Fig. 2

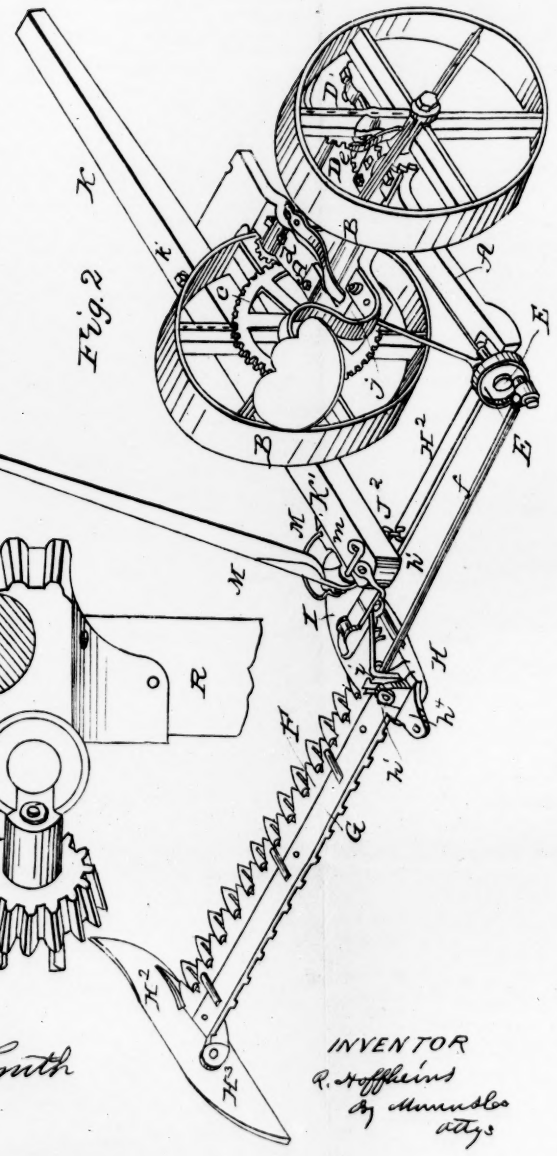
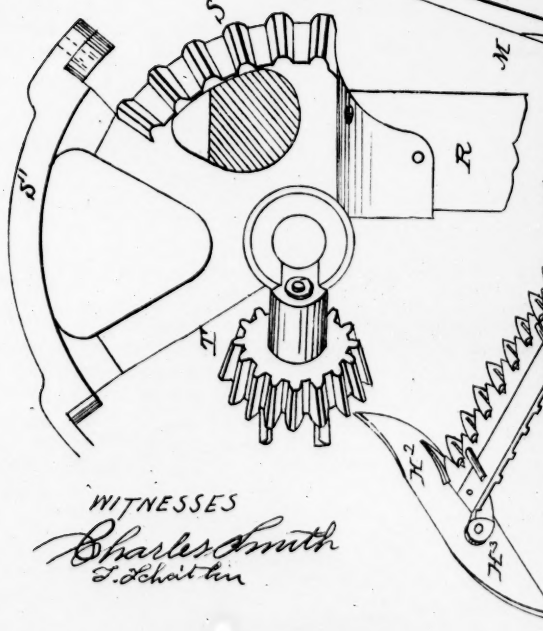


Fig. 5



WITNESSES

Charles Smith

L. Schaitkin

INVENTOR

R. Hoffheins

by Munn & Co

attys

N. PETERS, Photo-Lithographer, Washington, D. C.

4 Sheets—Sheet 3.

R. HOFFHEINS.

Harvester Rake.

No. 40,481.

Patented Nov. 3, 1863.

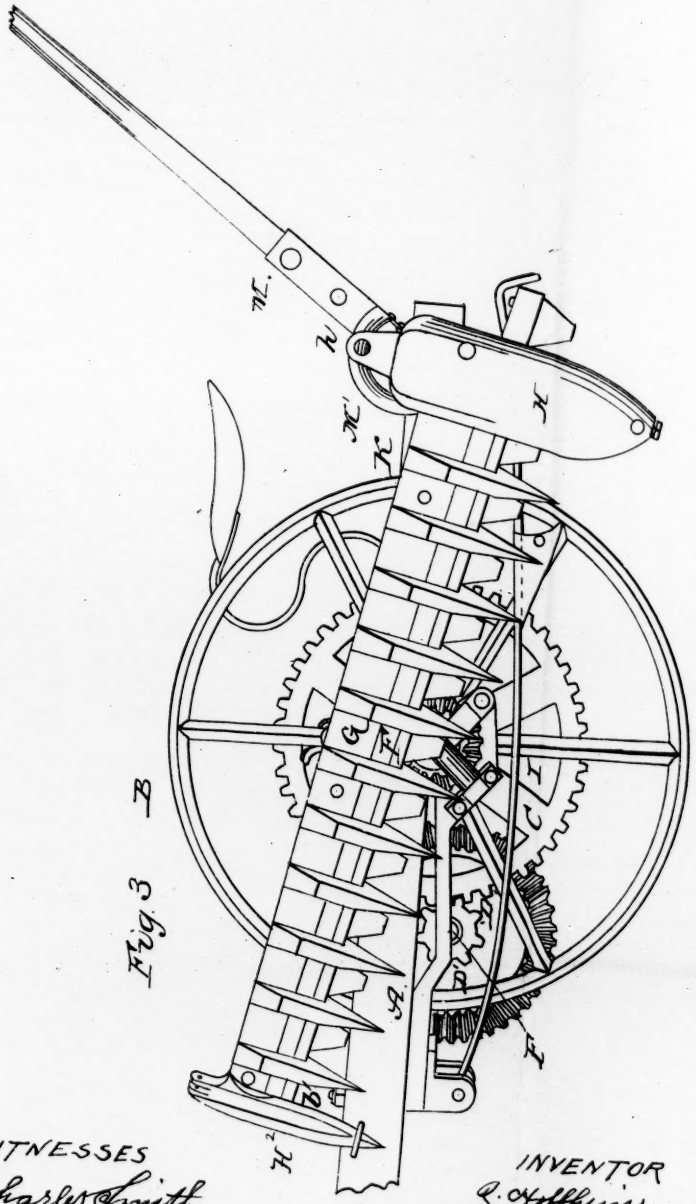


Fig. 3

WITNESSES

Charles Smith

J. Shuttuck

INVENTOR

R. Hoffheins

By Munn & Co

attys

N. PETERS, Photo-Lithographer, Washington, D. C.

4 Sheets—Sheet 4.

R. HOFFHEINS.

Harvester Rake.

No. 40,481. Patented Nov. 3, 1863.

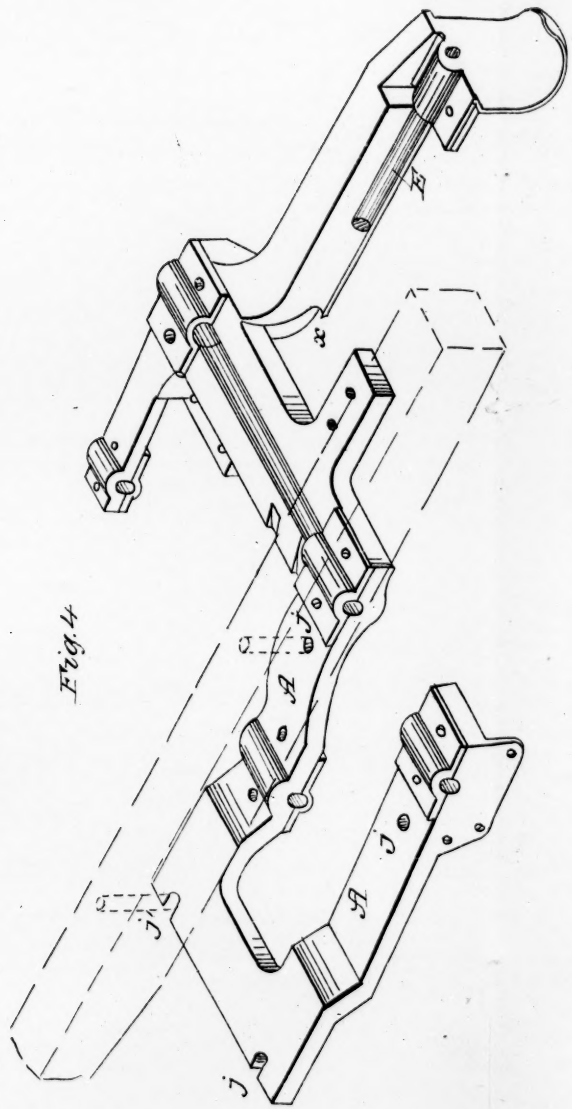


Fig. 4.

WITNESSES
Charles Smith
J. Schmitz

INVENTOR
R. Hoffheins
By Munn & Co
atty

N. PETERS, Photo-Lithographer, Washington, D. C.

5 Sheets—Sheet 1.

R. HOFFHEIN.

Combined Rake and Reel Attachment to Harvesters.

No. 48,557. Patented July 4, 1865.

Fig. 1.

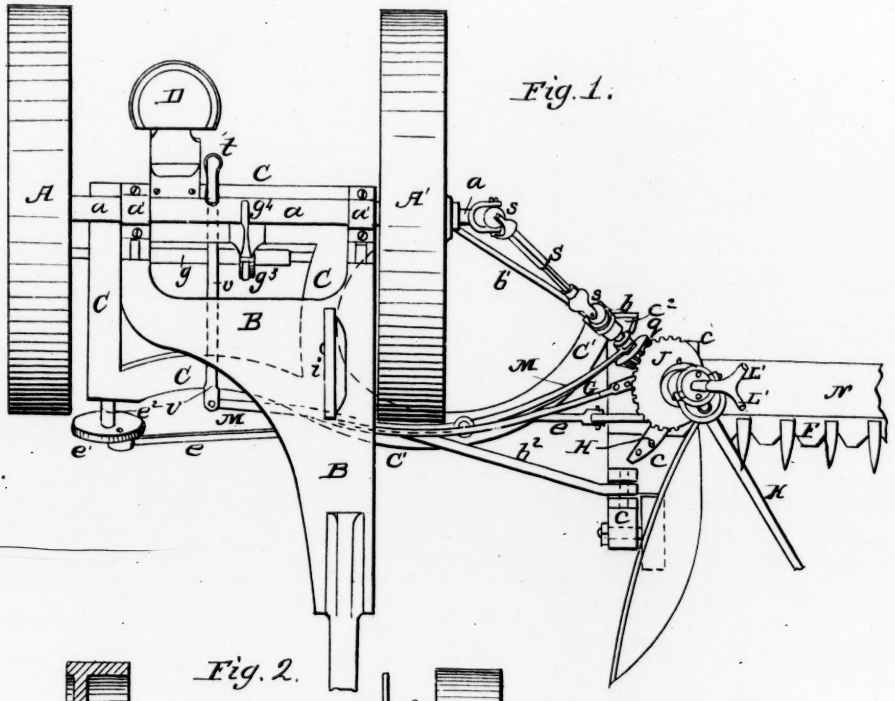
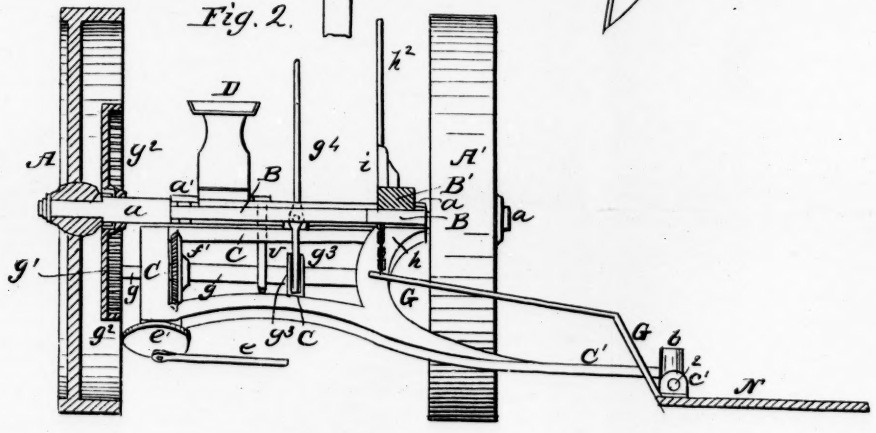


Fig. 2.



Witnesses:
Ro. F. Campbell.
C. Eckhafer

Inventor:
R. Hoffhein
by his Attys
Munn, Renwick & Lawrence.

N. PETERS. Photo-Lithographer. Washington, D. C.

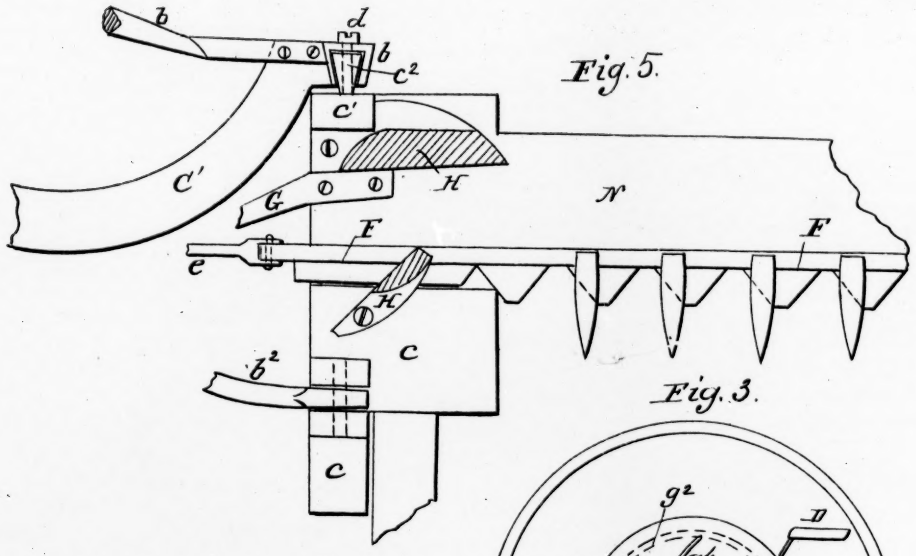
5 Sheets—Sheet 2.

R. HOFFHEIN.

Combined Rake and Reel Attachment to Harvesters.

No. 48,557. Patented July 4, 1865.

Fig. 5.



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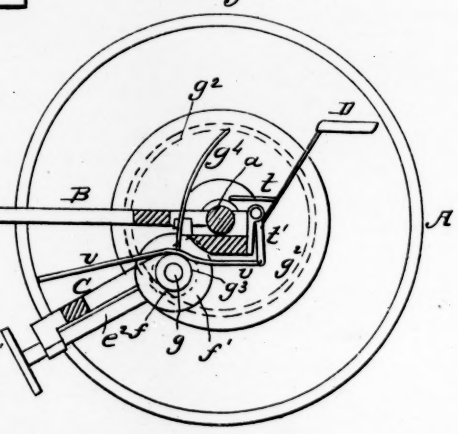
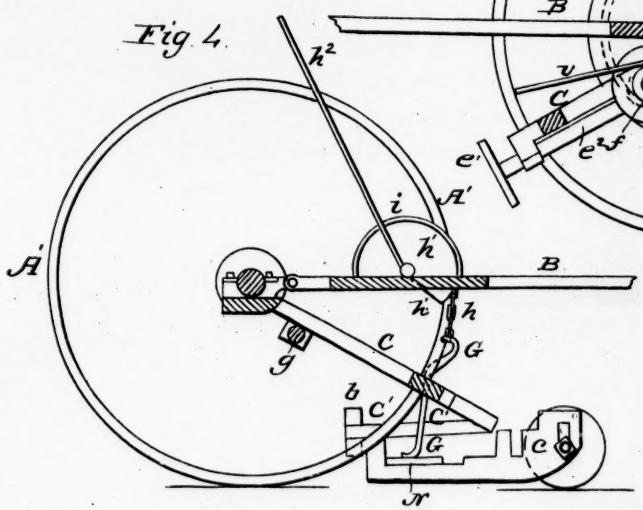


Fig. 4.



Witnesses:
R. F. Campbell
E. Schaefer

Inventor
R. Hoffhein
by his Attys
Mason, Fenwick & Lawrence.

N. PETERS, Photo-Lithographer, Washington, D. C.

5 Sheets—Sheet 3.

R. HOFFHEIN.

Combined Rake and Reel Attachment to Harvesters.

No. 48,557. Patented July 4, 1865.

Fig. 7.

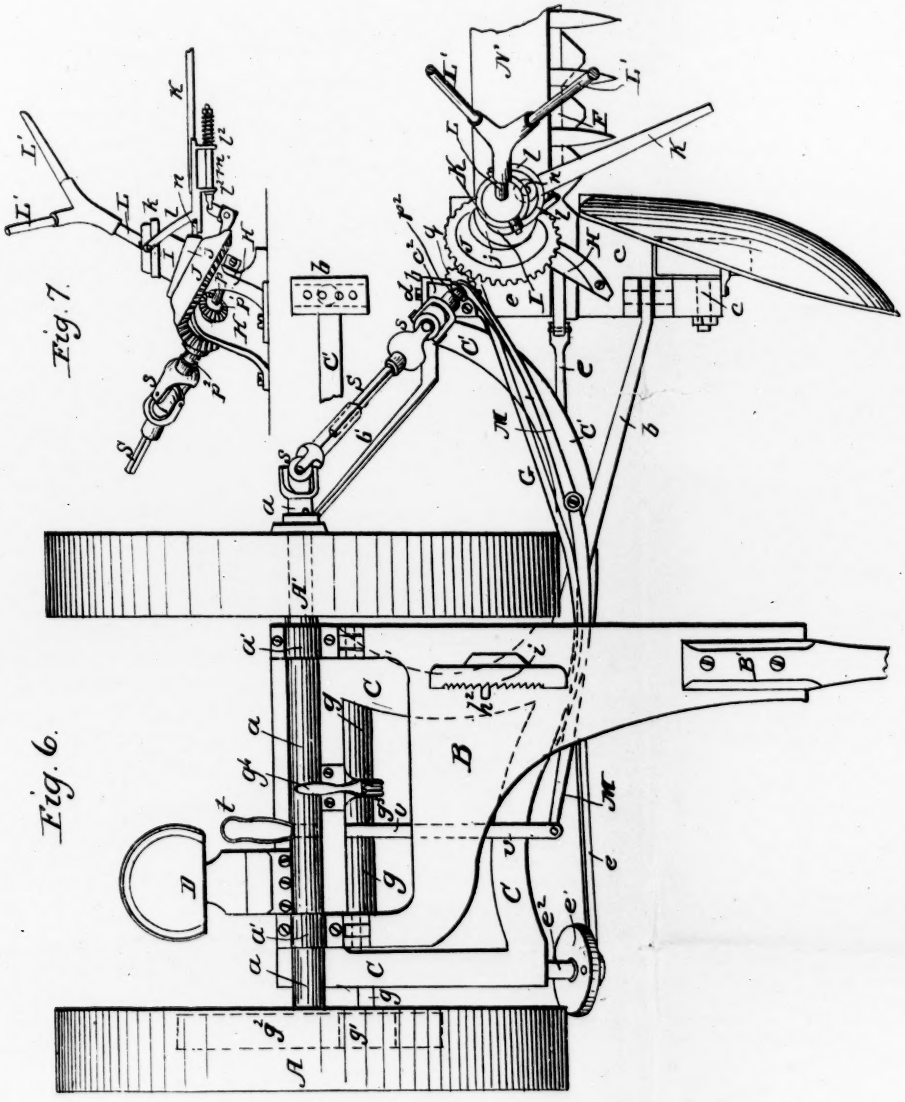


Fig. 6.

Witnesses:
R. T. Campbell
E. Schafer

Inventor:
R. Hoffhein
by his atty
Marcus Kenrick Lawrence

N. PETERS, Photo-Lithographer, Washington, D. C.

5 Sheets—Sheet 4.

R. HOFFHEIN.

Combined Rake and Reel Attachment to Harvesters.

No. 48,557. Patented July 4, 1865.

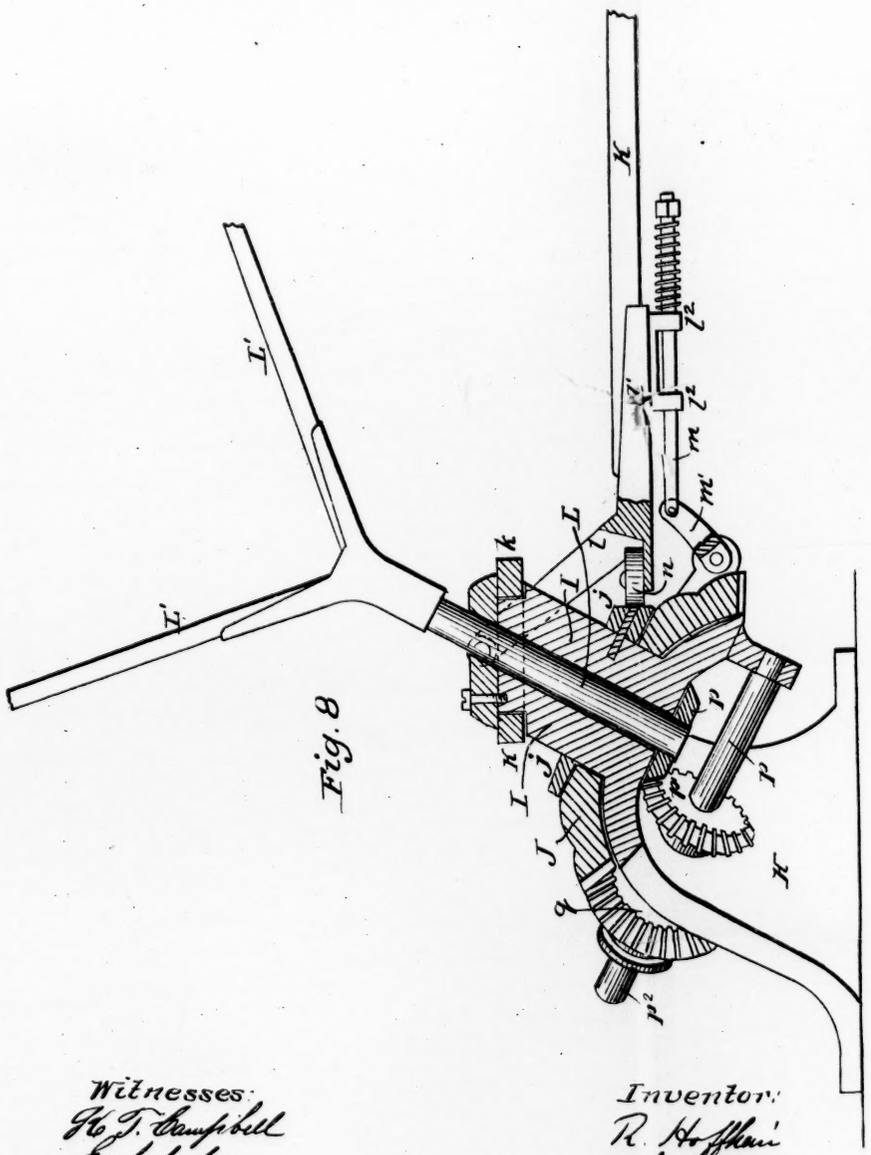


Fig. 8

Witnesses:
H. T. Campbell
E. Schaefer

Inventor:
R. Hoffhein
by his attys
Mason, Fenwick & Lawrence

N. PETERS, Photo-Lithographer, Washington, D. C.

5 Sheets—Sheet 5.

R. HOFFHEIN.

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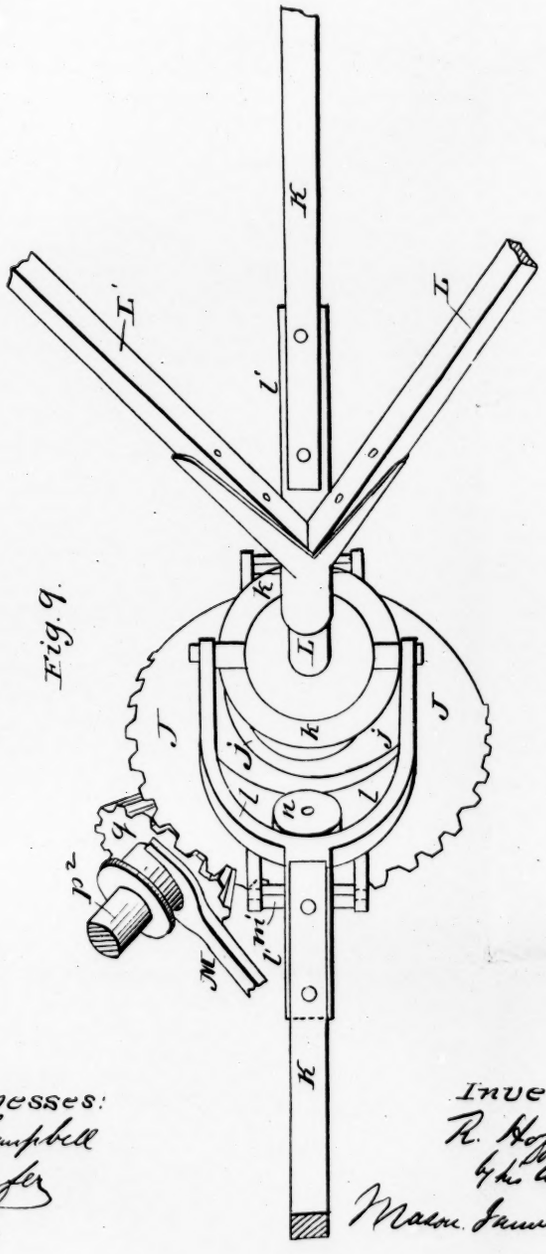

Fig. 9.

Witnesses:
H. T. Campbell
E. Schaefer

Inventor:
R. Hoffhein
by his Attys
Mason, Fennick & Lawrence

N. PETERS, Photo-Lithographer, Washington, D. C.

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UNITED STATES PATENT OFFICE.

R. HOFFHEINS, OF DOVER, PENNSYLVANIA.

IMPROVEMENT IN COMBINED RAKE AND REEL ATTACHMENT TO HARVESTERS.

Specification forming part of Letters Patent No. **48,557**, dated July 4, 1865.

To all whom it may concern:

Be it known that I, R. HOFFHEINS, of Dover, county of York, and State of Pennsylvania, have invented certain new and useful Improvements in Reaping and Mowing Machines; and I do hereby declare that the following is a full, clear, and exact description thereof, reference being had to the accompanying drawings, making a part of this specification, in which—

Figure 1, Sheet 1, is a plan view of my machine, having a portion of the sickle and finger-beam broken away. Fig. 2, Sheet 1, is a front elevation of the machine, showing the manner of connecting the finger-beam to the hinged draft-frame. Fig. 3, Sheet 1, is a longitudinal section through the machine, looking from that side carrying the cutting apparatus. Fig. 4, Sheet 1, is a longitudinal section, looking toward the cutting apparatus, and taken between the carriage-wheels. Fig. 5 is an enlarged plan view, showing the mode of connecting the cutting apparatus to the main supporting-frame. Fig. 6, Sheet 2, is an enlarged plan view of the machine, with a portion of the finger-beam broken away. Fig. 7, Sheet 2, is an enlarged front elevation of the mechanism for giving the required movements to the gathering-arms and rake. Fig. 8, Sheet 3, is a vertical section through Fig. 7. Fig. 9, Sheet 3, is a plan view of Figs. 7 and 8, showing the rake-arm in its highest and also its lowest position.

Similar letters of reference indicate corresponding parts in the several figures of the three plates of drawings.

This invention relates to that class of harvesting-machines wherein two carriage-wheels are employed for sustaining the main frame and driver's seat, and wherein the gavels are delivered upon the ground at one side of the cutting apparatus and in rear of the carriage-frame, so as to be out of the way of the machine in its subsequent rounds.

One object of my invention is to provide for the use of an automatic revolving rake and a jointed finger-beam, which latter will rise and fall, and thus accommodate itself to the inequalities of the ground without changing its relative position with respect to the sweep of the rake or the revolving gathering-arms; and, also, to enable the attendant, while riding upon the machine, to stop or start the rake, or to elevate or depress the front part of the cutting apparatus, as will be hereinafter described.

Another object of my invention is to provide for sustaining the cutting apparatus at one side of a two-wheel carriage, by means of a frame which is hinged to the main axle, and which is so constructed and braced that the entire weight upon the said frame will be sustained between the two wheels, in such manner that a very short sweep of the rake will deliver the gavels upon the ground in rear of said carriage, as will be hereinafter described.

By my invention I am enabled to communicate a revolving motion from the main supporting-axle directly to the rake and reel through the medium of a single shaft, which is provided with contrivances for enabling the attendant, while riding upon the machine, to stop the motion of the rake at any desired moment and retain it in the desired position as long as he may desire, as will be hereinafter described.

By my invention I enable the attendant, while riding upon the machine, to control the height of the sickle from the ground, to stop or to start the sickle at pleasure, and to start or stop the revolving rake, as will be hereinafter described. Provision is also made for keeping the rake-arm of a revolving rake down upon the platform, in passing over the same, with an elastic pressure, so that it will properly press upon and accommodate itself to heavy or light swaths, as will be hereinafter described.

To enable others skilled in the art to understand my invention, I will describe its construction and operation.

In the accompanying drawings, A A′ represent two large supporting-wheels, which are both applied as an axle, *a*, so that when the machine is moved forward the axle will turn with them, but when the machine is moved backward they will turn loosely around it. For this purpose ratchet-wheels and pawls of a suitable description are employed. One end of the axle *a* extends out a short distance beyond the hub of the wheel which is nearest the cutting apparatus for the purpose of giving motion to the rake and gathering-arms, as will be hereinafter set forth. Two bearings, *a′ a′*, are pivoted to the axle *a* at suitable distances apart, and in such manner that they can have

no lateral play; and to the forward ends of these bearings a' a' the hounds or frame B, to which the draft-pole B′ is attached, is hinged, as shown in the drawings, Plates 1 and 2. The draft-pole B′ is arranged as near the wheel A′ as possible, for bringing the line of draft as near as practicable to the point of greatest resistance, and thus prevent undue side draft upon the machine. Beneath this hinged pole-frame B, and secured in a suitable manner to the bearings a' a', is the main supporting-frame C, which inclines forward beneath the circumference of the main wheels A A′, and is sufficiently depressed at its front end to support the shaft through which motion is transmitted to the sickle, as will be hereinafter described. This frame C has a curved arm, C′, formed on that side nearest the inner wheel, A′, which arm extends around the front part of this wheel and projects backward and downward a suitable distance, and at its termination a vertical box, b, is formed on it, having a dovetail slot cut in it, as shown in Figs. 1, 2, 5, and 6. The frame C being secured to the pivoted bearings a' a', beneath the axle a, the rear end of this frame projects a short distance beyond the rear side of said axle, and receives upon it the driver's seat D, which is secured to a post projecting backward, so that the weight of the driver, while sitting in his seat, will assist in counteracting the weight of the forward portion of said frame, and thus enable the driver, with the assistance of a lever properly arranged, to elevate the front part of the cutting apparatus while the machine is in operation.

As it is intended to apply the cutting apparatus to the rear extremity of the curved arm C′ of frame C, so that the whole resistance upon the cutting apparatus, in cutting grass or grain, shall be received by the axle a, I apply a brace, b', to the rear end of said arm, and connect its rear end in a suitable manner to the outer extension of the axle-tree a, as shown in Figs. 1 and 6. Another diagonal brace, b^2, I pivot at one end to the front part of the inner shoe, c, and secure it at the opposite end to the front part of the frame C. By this arrangement I not only get the entire weight to be sustained by the main wheels A A′ between these wheels, but make the axle-tree a resist all the strain brought to operate against the machine in the operation of cutting.

The rear end of the shoe c, to which the finger-beam N is secured, has a projection, c', formed on it, and into the rear vertical side of this projection a pin, c^2, is rigidly secured, which pin has a conical head that is adapted to fit into and to move up and down in the vertical dovetail slot which is formed in the box b of the arm C. This pin c^2 forms a pivot-connection of the cutting apparatus with the main supporting-frame, and also such a connection as will not only allow the outer end of the cutting apparatus to rise and fall upon uneven ground, but which will allow the inner end of said cutting apparatus to rise and fall bodily, the frame C remaining stationary. In a line coinciding with the axis of the pin c^2 is the joint of the diagonal brace b^2, which sustains the cutting apparatus against backward strain, as before described.

I employ two caster-wheels for sustaining the cutting apparatus upon the ground, one of which is located at the forward end of the shoe c, and the other, which is not represented, is located at or near the rear end of the divider. Both of these wheels should be so applied that the cutting apparatus can be set higher or lower, as occasion may require. Provision is also made for adjusting the rear end of the shoe c at any desired height and preventing it from dropping down. At this end a screw bolt or pin, d, is inserted into the box b, beneath the pin-head c^2, and a number of holes can be made, one above the other, into said box to receive the pin d, which latter will prevent the rear end of shoe c from falling lower than the desired point.

The sickle F is reciprocated by means of a pitman-rod, e, which is pivoted eccentrically to the face of a circular disk, e', that is secured on the forward end of a rotating shaft, e^2. This shaft e^2 has its bearings on the lower side of the frame C, and on that side nearest the supporting-wheel A, as shown in Figs. 1 and 3, and on the rear end of said shaft is keyed a bevel spur-wheel, f, which is driven by a large bevel spur-wheel, f', on a horizontal transverse shaft, g. This latter shaft carries on one end a spur-wheel, g', which engages with the teeth of the inside gear-wheel, g^2, that is keyed on the main shaft a. A collar, g^3, is keyed on shaft g, and receives in an annular groove formed in it the bifurcated end of a lever, g^4, which is pivoted to frame C and extends up to a point which will be convenient for the driver to operate upon it while sitting in the seat D. The shaft g is allowed to have a longitudinal movement in its bearing sufficient to permit the spur-wheel f' to be thrown out of gear with its pinion f by a lateral movement of the lever g^4. By such an arrangement the driver can start or stop the sickle while the machine is moved forward.

G represents a bent arm, which is rigidly secured at one end to the inner end of the finger-beam N, and which is attached, by a chain, h, at its other end, to an oscillating segment, h', to which a long lever, h^2, is applied. This segment is pivoted to a semicircular ratchet-plate, i, which is secured rigidly in place on top of the hinged pole-frame B, as shown in Figs. 1, 2, 4, and 6. By this means the weight of the cutting apparatus, when in an elevated position, is sustained upon and by the frame B between the team and the axle a. The lever h^2 is of sufficient length to enable the driver to operate it while riding upon the machine, and this lever is so constructed that it will be received by the ratchet-teeth in plate i, and held in any position in which it may be placed.

H represents a short frame, consisting of two standards and an inclined post, I, as shown in Figs. 7 and 8. This frame is rigidly bolted to the shoe *c* and finger-beam N, so as to stride the inner end of the sickle F, and permit this sickle to work freely beneath it.

J is a large bevel spur-wheel, which is supported on the top of the enlarged portion of frame H, so as to revolve about the axis of the post I in a plane inclining toward the outer end of the cutting apparatus. Directly above this wheel, and affixed to the post I, is a beveled ring, *j*, and still further above said wheel is a yoke, *k*, which is arranged to revolve in a plane parallel to the finger-beam, or nearly so. The yoke *k* works in an annular groove formed in the post I, as shown in Fig. 8, Sheet 3, and to ears formed on this yoke, diametrically opposite each other, a fork, *l*, is pivoted, which fork is secured to or formed on the stock *l'* of the rake-arm K at an obtuse angle thereto. On the lower side of the stock *l'* eye-bearings l^2 are secured, which receive a bar, *m*, that is acted upon by a spring applied at one end, and held in place by an adjustable nut, as shown in Fig. 8. The opposite end of the spring-bar is pivoted or linked to a rocking loop, *m'*, which is pivoted to eye-bearings secured to the bevel-wheel J. A bearing for a friction-wheel, *n*, projects from the heel of the rake-arm stock *l'*, and brings said wheel in such position during the sweep of the rake over the platform that it (the wheel) will bear upon the beveled surface of the fixed ring *j* and prevent the rake-arm from sagging in its passage over the platform. When the bevel spur-wheel J is rotated the rake-arm K will describe the perimeter of a cone, and in passing over the platform this arm moves nearly parallel to it, after which it will rise, so as to pass over the wheel A', and then descend again to make another sweep over the platform.

Through the axis of the inclined post I passes the reel-post L, carrying on its upper end the reel or gathering-arms L', which are secured to said post at, or nearly at, right angles to each other, as shown in Figs. 8 and 9. The lower end of the reel-post L has a bevel spur-wheel, *p*, keyed to it, which engages with a spur-wheel, *p'*, that is keyed on an inclined shaft, p^2, which has its bearings in frame H, as shown in Figs. 7 and 8. This shaft projects from one side of frame H a short distance, and receives upon it a bevel-wheel, *q*, which has an annular slotted hub formed on it to receive and be embraced by the forked end of a lever, M, which is pivoted to the arm C' of frame C, as shown in Figs. 1 and 6. By means of the lever M the wheel *q* can be thrown into or out of gear with the large bevel-wheel J, and when thrown into gear with this wheel wheel *q* is at the same time clutched with the shaft p^2. This shaft p^2 receives a rotating motion from the axle *a* of the carriage-wheels A A' through the medium of a shaft, S, which is connected to the axle *a* and to the short shaft p^2 by means of universal joints *s s*. In practice the shaft S will be made extensible, so as to admit of the vibrations of the cutting apparatus.

The driver can move the wheel *q* so as to throw it into gear with the wheel J, or out of gear therewith, by means of a foot-rest, *t*, which is affixed to an upright vibrating lever, *t'*, that is connected by the rod *v* to the lever M.

The speed of the rake and reel arms can readily be regulated and properly timed by means of spur-wheels of the proper size.

It will be seen from the above description that the reel-arms and rake-arms revolve about a common center, and that the mechanism for giving the required movements to said arms is mounted upon a single frame, H, which is sustained over the shoe *c* at the inner end of the cutting apparatus.

It will also be seen that the cutting apparatus can rise or fall or move about its joint-connection with frame arm C' without in any manner affecting the perfect working of both reel and rake, and while such is the case provision is made for enabling the driver while in his seat to start or stop the rake at pleasure, and thus regulate the size of the gavels as he may desire.

It will also be seen that by means of the curved arm C' of the frame C, I am enabled to locate the cutting apparatus so far back that a very short platform is required to enable me to deposit the gavels in rear of the driving-wheels A A'; consequently a very short sweep of the rake-arm will be required, and less time and power will be expended in delivering the gavels. By thus forming an outer support for the cutting apparatus and extending it back toward the rear part of the carriage I am enabled to employ the rear brace, *b'*, and also to drive the gathering and raking arms by means of a diagonal shaft connected directly to the axle *a*.

By the contrivance which I have described and shown the rake and reel combined are both supported at the inner side of the platform or inner shoe of the cutting apparatus, and forward of the driving-wheels or axle thereof, and thereby the resistance which they meet with does not occasion as much side draft or lateral strain upon the tongue of the machine as is experienced with other arrangements of rakes and reels.

I have described and shown one practical plan of carrying out my invention, but I do not limit myself to the exact construction and arrangement of the devices shown, as it is obvious that the same may be modified without departing from the principle of operation set forth. For instance, the reel-arms which are represented may be removed with their shaft, and instead of the short shaft shown a long shaft with a bevel-wheel both at its top and bottom may be arranged in its place. The shaft thus provided with a top bevel-wheel might be made to drive a horizontal reel, which is sustained at one or both ends in any of the

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known ways. With this modification the parts would require to be proportioned relatively, so as to have the rake clear the reel in its movements over the platform, and the rake-axis might be set nearly upright, so as to answer as a support for the inner end of the reel. In all other respects the devices for controlling the motions of the rake, starting and stopping it, and also for operating the reel would be substantially as shown. This modification is not a preferable one, however, as the reel and rake arranged on the one upright or inclined shaft, as represented, are much cheaper and far more effective in their operation than any other arrangement with which I am familiar, for the reason that both the rake and reel (though independent in their revolutions, and the former capable of being stopped without interfering with the continuous revolution of the reel) can be mounted wholly upon the hinged cutting apparatus of harvesters, and thus mounted no change of relation between the platform and the rake and reel arms will be experienced from the rising and falling of the cutting apparatus in its passage over uneven ground. This is not the only change that may be made, but it is unnecessary to mention others here.

Before stating my claims I will mention or allude to the state of the art in this class of invention up to the date of my application for a patent, as follows: A continuously-revolving rake and reel arm or arms all arranged and moving in the same path around an upright or inclined shaft had been contrived. A rake which has its support on the reel-shaft and moves around with the reel during a portion of the reel's revolution, but afterward moves on another axis in the path of a horizontal circle in order to sweep off the grain, had also been contrived. In this case the rake has no independent motion around the axis of the reel-shaft. A rake placed below a reel which is supported at both ends, such rake having a movement entirely around a vertical shaft, and rising and falling on a pivot passed through said shaft, had also been contrived; but with none of these rakes do I find any mechanism applied whereby the rake, when combined with the reel so as to move in concert with it, may be stopped and started by the attendant without stopping the machine or the reel. It must, however, be stated here that the use of a clutch has heretofore been suggested, but in connection with this mere suggestion no mechanical plan of applying the clutch has been shown, and therefore the public are not benefited thereby any more than they would have been if the suggestion had not been made. I have not stopped with a mere suggestion, but have gone further and shown a practical and successful plan for stopping and starting a rake which revolves entirely around an axis, and is independent of the reel in its motions. One important step to the attainment of this result was the hinging of the rake to a coupling which revolves about the axis of motion of the reel-shaft, or the shaft which gives motion to a reel.

Having thus described my invention, what I claim as new, and desire to secure by Letters Patent, is—

1. Constructing a combined rake and reel so that the rake is independent in its revolutions of the reel upon a support which is mounted upon the hinged cutting apparatus of harvesting-machines, substantially as herein described.

2. The construction of the support H for the combined rake and reel, substantially as described.

3. Securing the required motions for the rake by connecting it to a revolving ring or yoke or coupling, and to a revolving wheel, J, which are arranged in different planes and applied to a central shaft or axial support, substantially as described.

4. The manner, substantially as described, of connecting the rake to its driving-wheel J by means of a spring-bar or its equivalent, for the purpose set forth.

5. The arrangement of the four gear-wheels J q p p' with the combined but independently-revolving rake and reel, substantially as herein described.

6. In a rake and reel combined, the rake revolving independently of the reel around the axis of the shaft which carries or drives the reel, providing for stopping and starting the rake without disturbing the reel, and without stopping the machine or harvester, substantially in the manner herein described.

7. The combination of the driver's seat of the harvester, independently-revolving rake, independently-revolving reel, and stopping and starting contrivance of the rake, substantially in the manner and for the purpose described.

8. The combination of the extensible and flexible or jointed shaft S, independent rake, and independent reel, substantially in the manner and for the purpose described.

9. Connecting a rake which turns around the shaft L to opposite sides of a revolving device, k, which serves as a hinge on two sides of the shaft L for the rake to play up and down upon, and also as a coupling which permits the rake to revolve independently of the reel, substantially as herein described.

10. The combination of an independently-revolving rake and independently-revolving reel, sliding clutch-wheel q, or its equivalent, and the hanging and coupling device k, or its equivalent, substantially as and for the purpose herein described.

11. A rake which revolves or turns independently of the reel around the shaft L, which drives or carries the reel during its entire circuit, substantially as and for the purpose described.

12. The arrangement, with an independently-revolving rake and an independently-revolv-

ing reel, of a contrivance for stopping and starting the rake without stopping the reel, substantially as described.

13. Constructing a combined rake and reel in such a manner that the rake and reel have independent motions of one another, although the rake moves around the shaft which carries or drives the reel, substantially as described.

14. An independent revolving reel mounted upon a hinged cutting apparatus of a harvester, in combination with a revolving rake, substantially as described.

15. The arrangement, in a harvester, of the independent reel, independent rake, hinged cutting apparatus, and stopping and starting contrivance, substantially as described.

16. An independent reel and an independent rake combined, both moving in a similar direction, but in different paths, about a common axis or shaft, substantially as herein described.

17. The combination of an independent revolving rake, which is sustained at only one end, with an independent revolving reel or gatherer, which is also only sustained at one end in such manner that the rake always maintains a position below the reel, substantially as described.

18. The combination, with a harvesting-machine constructed with two driving-wheels, a jointed cutting apparatus, an independently-revolving rake, and an independently-revolving reel, the reel and rake being mounted on the cutting apparatus, of an adjusting contrivance which is so arranged that the driver, while riding on the machine, can adjust the cutting apparatus and the rake and reel without stopping the machine, substantially as described.

19. The combination of a hinged curved frame, hinged cutting apparatus, independent revolving rake, and independent revolving reel, substantially as described.

20. The arrangement of the independently-revolving rake and independently-revolving reel upon a jointed cutting apparatus at a point forward of the axle *a* and to one side of the drive-wheel A′, substantially as and for the purpose described.

21. The arrangement, in a two-wheeled harvesting-machine, of a hinged supporting-frame, C, a jointed cutting apparatus, a revolving reel or gatherer, and a rake with attachments or connections, by which the attendant of the machine, while riding thereon, can control its motions, substantially as herein described.

22. Combining a rake and a reel or gatherer in such manner that the former revolves around the axis of the latter and also independently of it, and can be stopped and started at the will of the operator while he is riding upon the machine, substantially as described.

REUBEN HOFFHEINS.

Witnesses:

GEORGE M. SHETTER,

A. W. SHETTER.

R. HOFFHEINS.

Harvester.

No. 35,315. Patented May 20, 1862.

Fig. 1.

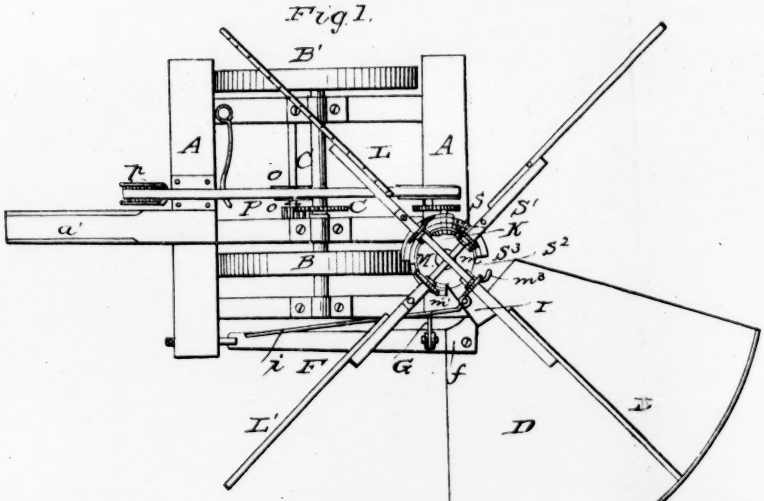


Fig. 3

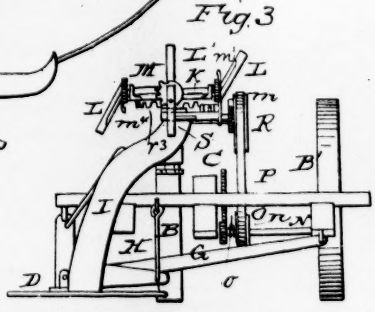
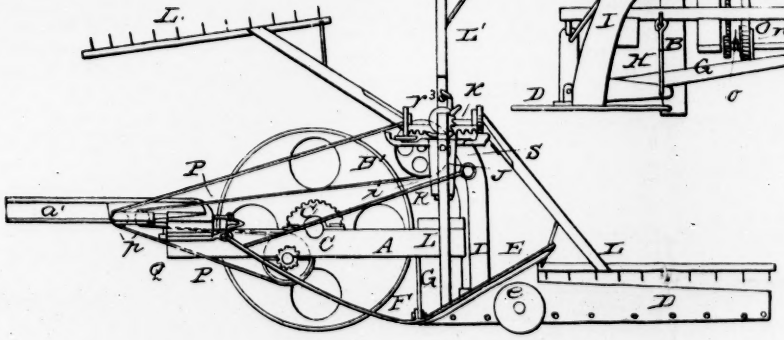


Fig. 2



WITNESSES.

Attorneys

INVENTOR

Reuben Hoffheins

Per Munn & Co

Attorneys

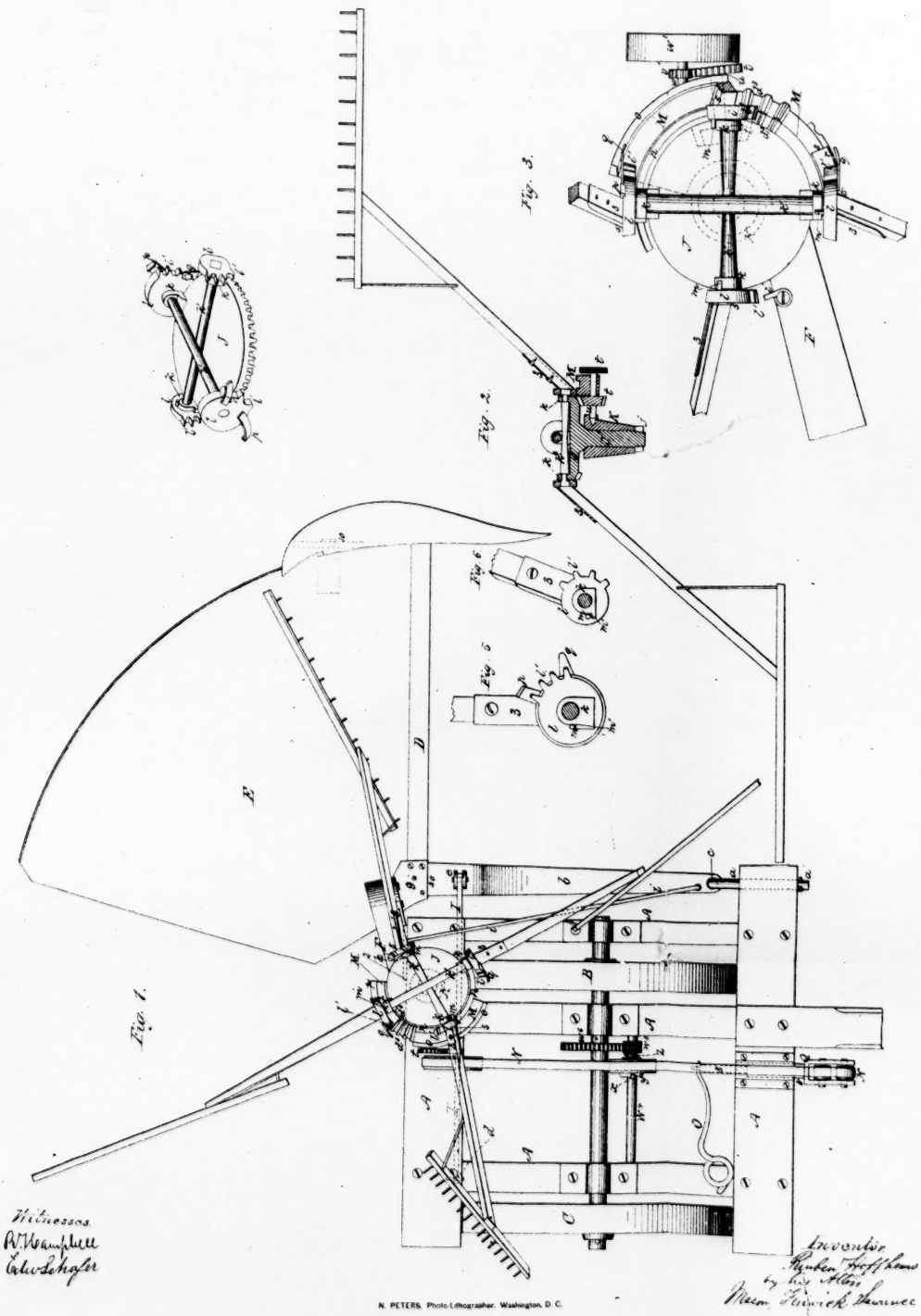
N. PETERS, Photo-Lithographer, Washington, D. C.

3 Sheets—Sheet 1.

R. HOFFHEINS.

HARVESTER.

No. 2,224. Reissued Apr. 10, 1866.



Witnesses.
A. Wampfler
Edw. Schafer

Inventor
Reuben Hoffheins
by his Attys
Munn & Patrick Spencer

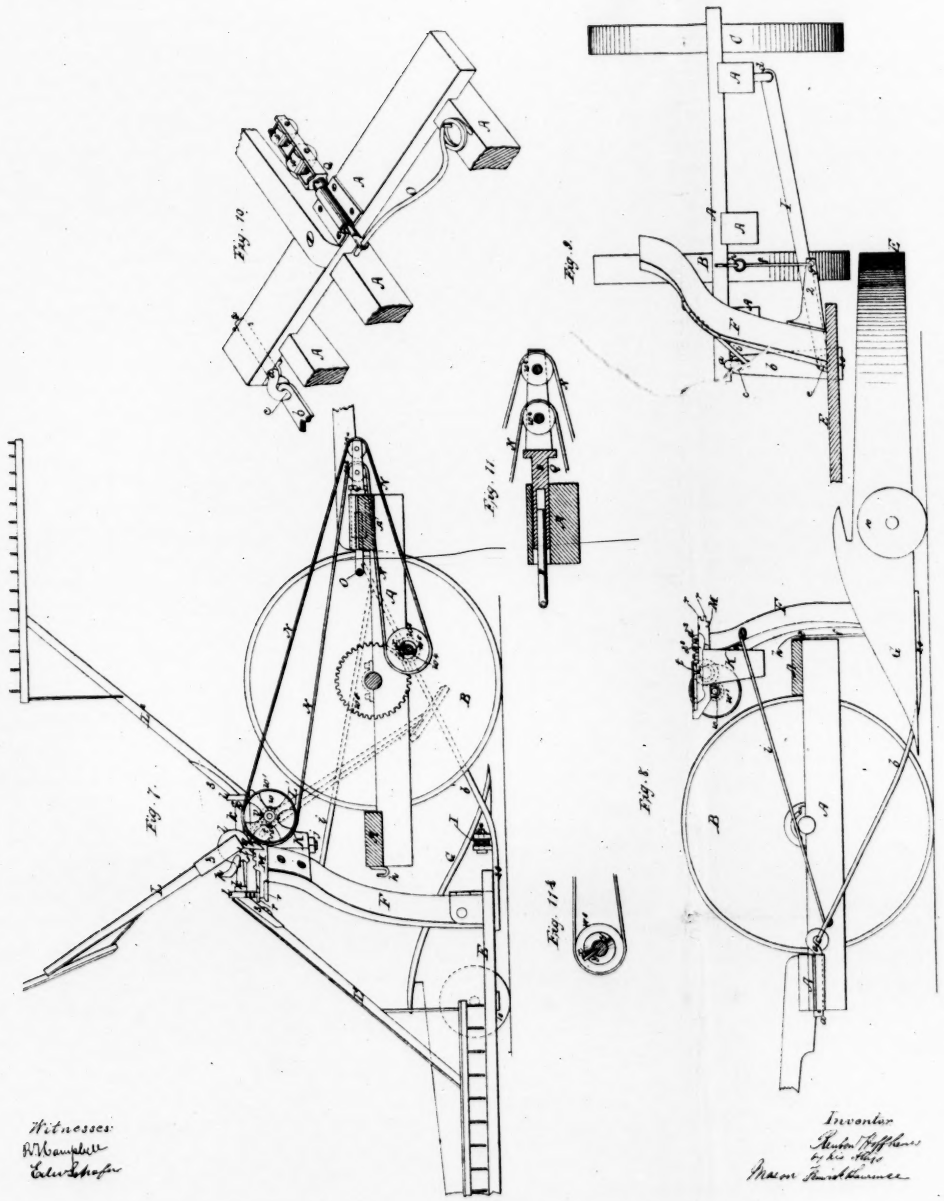
N. PETERS. Photo-Lithographer. Washington, D. C.

3 Sheets—Sheet 2.

R. HOFFHEINS.

HARVESTER.

No 2,224. Reissued Apr. 10, 1866.



Witnesses:
R. Wanderlich
Edw. Schaefer

Inventor
Reuben Hoffheins
by his Attys
Mason Fenwick & Lawrence

N. PETERS, Photo-Lithographer, Washington, D. C.

UNITED STATES PATENT OFFICE.

ISAAC C. TWINING, OF WRIGHTSTOWN, PENNSYLVANIA.

IMPROVEMENT IN AUTOMATIC RAKES FOR HARVESTERS.

Specification forming part of Letters Patent No. **29,640**, dated August 14, 1860.

To all whom it may concern:

Be it known that I, ISAAC C. TWINING, of Wrightstown, in the county of Bucks and State of Pennsylvania, have invented a new and Improved Raking Device for Harvesters; and I do hereby declare that the following is a full, clear, and exact description of the same, reference being had to the annexed drawings, making a part of this specification, in which—

Figure 1 is a side sectional view of a harvester with my invention applied to it, *x x*, Fig. 3, indicating the plane of section; Fig. 3, a back sectional view of the same taken in the line *y*, *y*, Fig. 1; Fig. 3, a plan or top view of the same.

Similar letters of reference indicate corresponding parts in the several figures.

This invention relates to an improvement in that class of raking devices in which a vibrating rake is employed and arranged to sweep over the platform in the arc of a circle.

The within-described invention consists in a novel and improved means for operating the rake, substantially as hereinafter shown and described, whereby the two movements necessary to be given to the rake—to wit, the vibrating and the rising-and-falling one—may be obtained in a very simple and economical way, and the rake made to operate intermittingly when necessary.

To enable those skilled in the art to fully understand and construct my invention, I will proceed to describe it.

A represents the main frame of a harvester, and B the platform.

C is the driving or ground wheel, and D a caster-wheel, which supports the front end of a plank on which the driver's seat is placed, the back end of said plank being attached to the main frame A.

The sickle E, which may be of the usual reciprocating kind, is attached to the front end of the platform, which is curved at its outer side to correspond with the arc described by the rake in its movement.

The above parts may all be constructed and arranged in the usual way, and therefore do not require a minute description.

On the axle F of the wheel C there is placed a wheel, G, having a portion or section of its periphery toothed, as shown at *a*. On the axle F there is also placed a cam, H, and a wheel, I, the latter having only a portion or section of its periphery toothed, as shown at *b*. The wheel is allowed to slide on the axle F, but is connected to it by a feather and groove, so as to turn with the axle. Between the wheel I and the cam H there is placed a spiral spring, *c*, which has a tendency to keep the wheel I off from the cam H. On the inner end of the axle F there is placed a pinion, *d*, into which a pinion, *e*, on a shaft, *f*, gears. To the outer side of the pinion *e* there is attached a cam, *g*, against which a lever, G, is pressed by the spiral spring *c*, the back end of said lever being attached to the back part of the main frame A. The front end of the lever G′ is forked and is fitted on the axle F, and has the wheel I pressed against it by the spiral spring *c*. (See Figs. 2 and 3.)

In the main frame A there is placed a vertical shaft, J, on which there is a wheel, K, having two sections or portions, *h h*, of its periphery toothed, said toothed portion being at opposite sides of the wheel, as shown in Fig. 3.

To the upper surface of the wheel K there is attached by a joint, *i*, a rake-bar, L. The joint *i* admits of the bar L rising and falling in a vertical plane, and said joint, being near the periphery of the wheel K, the latter serves as a crank for the rake-bar, as will be presently described. The inner end of the rake-bar has a metal link or strap, $a^{\times}$, attached, through which the shaft J passes. The outer end of the bar L has a rake, M, attached, the length of which is equal to the width of the platform B.

On the vertical shaft J there is placed a bent sliding bar, O, the lower part of which rests on the cam H, the upper part sustaining the rake-bar L.

The operation is as follows: As the machine is drawn along the toothed portions *a b* of the wheels G I gear alternately with the wheel K and give a vibrating motion to the rake-bar L and rake M, the wheel I moving the rake forward to the front end of the platform and the wheel N moving it backward. Previous to each forward movement of the rake the cam H elevates the rake-bar and retains it in an elevated position while it is moving forward, the cam allowing the rake to fall at the termination of its forward stroke or movement. As the rake moves backward it is in contact with the platform, and the cut grain is raked therefrom. As the rake reaches the termination of its backward movement the bar L is elevated, preparatory to its forward movement, by the action of the cam H on bar O. The forward movement

of the rake does not always take place immediately at the termination of its backward movement, for the cam *g* must first throw the wheel I in contact with wheel K, and said cam is so formed as to allow the rake to dwell or rest a certain time before moving forward. This arrangement admits of the platform receiving a necessary amount of grain to form a gavel before being taken off. In cases, however, where there are heavy crops, the wheel I may be kept up to wheel K by means of a pin or key, and no cessation of movement allowed the rake. Thus it will be seen that by a very simple arrangement of means the desired movements are given the rake.

I would remark that pinion *e*, with cam *g*, may be shifted beyond contact with the lever G, said lever being extended within reach of the driver, thus placing the movements of the rake under his control. This extension of lever G is not shown, as the mode of application is obvious and may in many cases be dispensed with entirely.

Having thus described my invention, what I claim as new, and desire to secure by Letters Patent, is—

1. The arrangement of the wheels I K G, toothed at their peripheries in sections, in connection with the bent bar O, cam H, and rake-bar L, attached to the upper surface of the wheel K, substantially as and for the purpose set forth.

2. The arrangement, with the wheel I, of the pinions *d e*, cam *g*, and lever G′ and spring *c*, substantially as shown, for the purpose of giving the necessary dwells or cessations of movement to the rake, as and for the purpose set forth.

ISAAC C. TWINING.

Witnesses:
EDWARD ATKINSON,
FRANCIS B. THOMPSON.

47

A. R. Reese.

Harvester Rake.

No. 54406 Patented May 1, 1866.

Fig. 1.

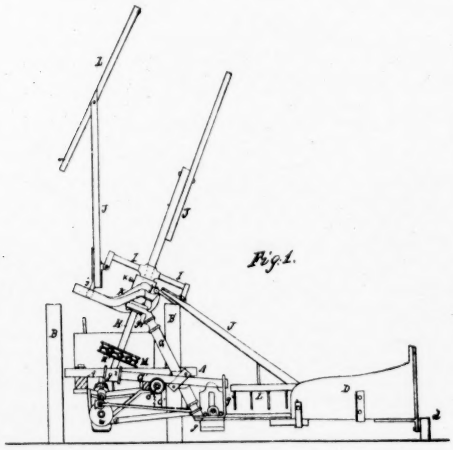


Fig. 2.

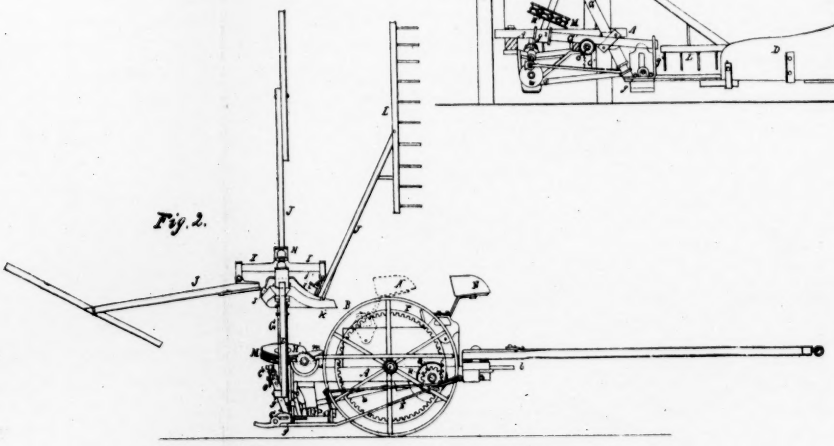
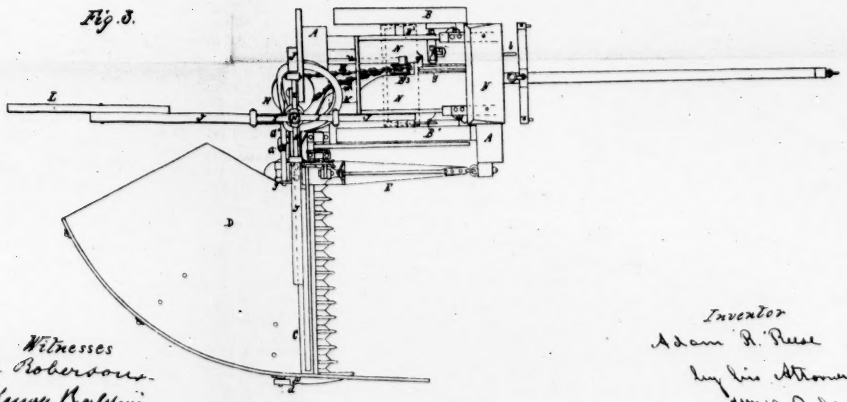


Fig. 3.



Witnesses
B. Robertson
Henry Baldwin

Inventor
Adam R. Reese
by his Attorney
Wm. D. Baldwin

UNITED STATES PATENT OFFICE.

ADAM R. REESE, OF PHILLIPSBURG, NEW JERSEY.

IMPROVEMENT IN HARVESTER-RAKES.

Specification forming part of Letters Patent No. **54,106**, dated May 1, 1866.

To all whom it may concern:

Be it known that I, ADAM R. REESE, of Phillipsburg, in the county of Warren and State of New Jersey, have invented certain new and useful Improvements in Harvesters, of which the following is a full, clear, and exact description, reference being had to the accompanying drawings, which make part of this specification, and in which—

Figure 1 represents a view, in elevation, of a two-wheeled hinge-joint mowing-machine with my improvements applied thereto; Fig. 2, a similar view of the same as seen from the divider side thereof with the finger-beam and platform removed; and Fig. 3, a plan or top view of the machine.

My invention relates to that class of two-wheeled hinge-joint harvesters in which a series of arms revolving on a vertical axis, or one nearly so, are so arranged as to conform to the undulations of the platform and to serve the purposes both of a reel and of a rake; and its object is so to arrange the mechanism as to permit a driver to ride on the machine without danger of being struck by the rake; to which end the improvement herein claimed consists in combining with a two-wheeled hinge-joint harvester a combined reel and rake consisting of a series of arms revolving on a vertical axis, or one nearly so, mounted upon the finger-beam or platform, so as to conform to the undulations of the platform, and driven from the main frame, said rake-arms being so controlled by a guide-cam as to be nearly vertical when passing over the main frame, whereby I am enabled to locate the driver's seat upon the main frame outside of the path described by the rake, and thus avoid all danger of striking him, substantially as hereinafter described.

My invention further consists in an X-shaped tubular frame for connecting, bracing, and supporting the rake and finger-beam, as hereinafter described.

In the accompanying drawings my improvements are shown as applied to a Ball mowing-machine, (which is one of the class known as "hinge-joint" harvesters,) for the purpose of adapting it both to reaping and gathering grain.

The main frame A rests upon two supporting and driving wheels, B B′, keyed upon and ordinarily turning with the same axle B^2.

The finger-beam C and platform D are hinged to the frame in the usual way by means of a drag-bar, E, and coupling arm or link F. The outer or grain end of the platform is supported by a small wheel, *d*.

The raking mechanism is mounted in a frame consisting of a piece of wrought-iron pipe, G, having a foot or socket, *g*, of cast or wrought iron, bolted to the inner end of the finger-beam. A smaller piece of pipe, G′, crosses this standard G nearly at right angles thereto, and so as to lie horizontal, or nearly so, and is strongly bolted thereto near its middle. Its inner end is secured to the finger-beam by a bar, *g′*, while its outer end carries a step, g^2, in which the foot of the rake shaft or spindle H turns. The spindle likewise turns near its upper end in a bearing, g^3, in the upper end of the rake-post G. By this mode of construction a strong, light, and rigid support is secured for the rake.

Four cross-arms, I, are secured upon and turn with the spindle H. The rake-arms J are pivoted or hinged near their inner ends to the outer ends of these cross-arms in such manner as to vibrate freely in a vertical plane, while their inner ends carry friction-rollers *j*, which run in the grooves of an eccentrically-curved stationary cam-ring, K, secured upon the post G by a set-screw, *k*, which renders the cam-ring adjustable vertically upon the post.

A stop-pin, *j′*, is mounted on the inner end of each of the levers J, although only one is shown in the drawings, and a plate-spring, j^2, is likewise interposed between the inner ends of these levers and the cross-arms I. When the rake is sweeping over the platform the stop-pin *j′* bears against the front side of the cross-arms, and thus prevents the pivots of the rake-arms from being strained. The spring j^2 is for the purpose of assisting the rake to rise the moment it has finished sweeping the grain off the platform, (the cam-ring being suitably curved at the proper point for this purpose,) and thus prevent dragging or scattering the gavels.

In the drawings only one of the rake-heads L is shown as having teeth. One rake is generally sufficient; and I prefer to leave the other

heads without teeth, as when thus arranged they act as reel-ribs to press the standing grain back upon the platform, but not to rake it off. Teeth may, however, be inserted in as many of the heads as desired.

As the main frame A, on which the driving-gearing is mounted, always maintains a fixed relation to the ground, while the finger-beam, platform, and rake rise and fall in conformity to the undulations of its surface, it becomes necessary to devise some means for driving the rake uniformly in whatever position it may assume. To do this I mount a sprocket-wheel, H′, upon the rake-spindle, and drive the rake by a chain encircling the sprocket-wheel and a corresponding pulley, B^3, on the driving-axle B^2. In my early experiments with my rake I encountered much difficulty from the slipping of the chain. I therefore devised the following method of driving the rake with a slack chain and without liability to slip: I employ a common trace-chain, M, with straight links, and, instead of pins on the sprocket-wheel, form a deep groove longitudinally in the periphery of the wheel for one side of the links to enter, and also divide it transversely into cells of a size corresponding to that of the links. The driving-pulley B^3 is constructed in a similar manner and thrown into and out of gear by a sliding clutch operated by a foot-lever, *b*, extending forward to a point near the driver's seat, as shown in Fig. 3. By this mode of construction of the chain-pulleys one side of the chain M is always kept taut, while the other side runs slack, as shown in Fig. 3, so that an increase of several inches in the length of the chain will not in the least affect the working of the rake. The chain passes over a spring-guide, *m*, just before encircling the sprocket-wheel H′, which prevents it from slipping off or dropping below the wheel.

A seat, N, for the driver is mounted upon the frame A. When used as a reaper this seat is located on the front of the frame near the end of the tongue, where, as shown in Fig 2 of the drawings, the driver is out of the way of the rake and so located as to aid materially in counterbalancing its weight. When used as a mower the rake and platform are of course removed, and the driver's seat is then shifted to the position shown by the red lines in Fig. 2, to counterbalance the weight of the tongue.

To prevent the finger-beam and rake from falling too low, I mount a stop, O, upon the rear of the main frame between the driving-wheels, as shown in Fig. 1. The horizontal arm G′ rests upon this stop and prevents any farther descent of the finger-beam, but leaves it free to rise. This stop can be adjusted vertically by means of a set-screw and ratchet-plates O′. This stop, moreover, performs another very important function—viz., that of supporting the weight of the finger-beam, platform, and raking mechanism at a point between the driving-wheels instead of outside of them, by which means the balance of the machine laterally is preserved and the side draft diminished.

The cutters are driven by internally-geared spur-wheels P on the driving-wheels meshing into spur-pinions Q on the counter-shaft R, which carries a bevel-wheel, S, driving a corresponding pinion, T, on the crank-shaft U. The spur-pinions have backing-ratchets on them, as usual in mowing-machines of this class, to prevent the cutters from working when backing.

When mowing both wheels are used as drivers. This plan, however, does not answer with my rake. The driving-wheels are ordinarily keyed fast to and turn with the axle; but when raking I remove the key from the outer wheel, B, in order that it may run loosely on the axle, and not turn the rake when the cutters are not working, as this would cause it to comb the grain down upon the platform without its first being severed.

My machine, when mowing, operates just like the ordinary Ball mower, and no description of it is therefore required here. To adapt it to raking, the driver's seat N is moved forward from the position shown by the red lines in Figs. 2 and 3 to the position shown in blue. The platform and raking mechanism are then attached. As the machine advances the rake-arms rise and fall and sweep over the platform in their proper relations, being controlled in their movements by the guide or cam-ring K.

By reference to the drawings it will be seen that while passing over the main frame these rake-heads and blank arms are vertical, and that the driver's seat is outside of the path described by them, thus avoiding all danger of striking the driver.

By pivoting the rake-arms at a point intermediate between their ends, and operating them by a guide acting upon their inner ends, it will be seen that I obtain an ample space in which to locate the driver's seat. I am likewise enabled to elevate the rake-arms sufficiently to avoid striking the driver, and even to cause them to revolve without passing over his head, and at the same time use a small cam or guide.

My invention likewise enables me to use a finger-beam capable of conforming freely to the undulations of the ground, and an automatic rake which always maintains its proper relation to the platform can play freely up and down with respect to the main frame, and yet can be driven from it uninterruptedly and without straining or binding the gearing, while the weight of the raking mechanism is supported between the main wheels, and the driver is permitted to ride on the machine, not only without danger of being struck by the rake, but in a position where his weight is of material assistance in counterbalancing the weight of the raking mechanism.

What I claim as my invention, and desire to secure by Letters Patent, is—

1. The combination, in a two-wheeled hinge-joint harvester, of the vertical rake-shaft mounted upon the finger-beam and driven from the main frame with the cam-ring and rake-arms, when arranged and operating as described, whereby I am enabled to locate the driver's seat outside of the path described by the rake-arms, as set forth.

2. The combination of the finger-beam and main frame with the tubular X-shaped frame G G′, as described, for the purpose of supporting and bracing the rake-shaft.

In testimony whereof I have subscribed my name.

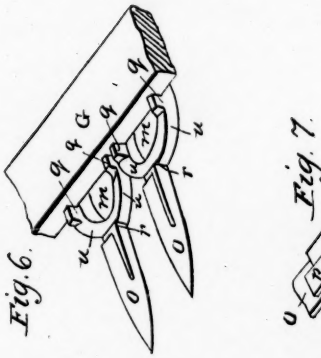
ADAM R. REESE.

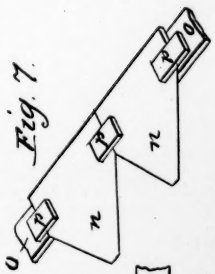
Witnesses:
WM. A. HUFF,
LEWIS M. TEEL.

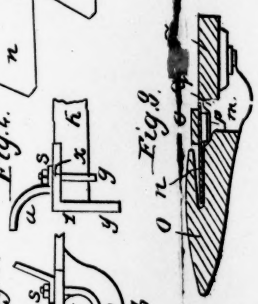
R. BROWN.

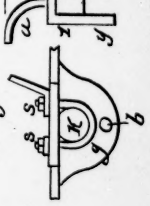
Harvester.

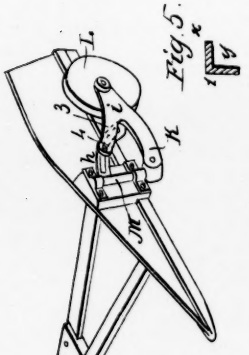
No. 40,395. Patented Oct. 27, 1863.

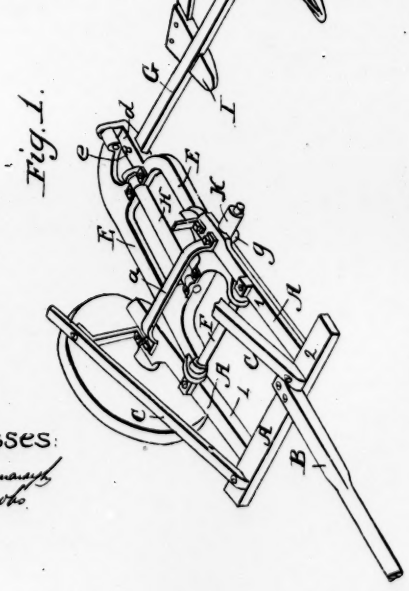


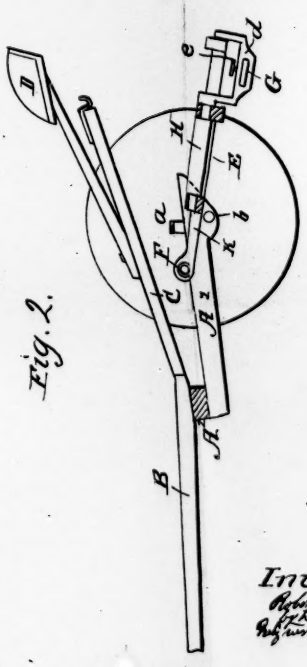












Witnesses:

J. N. Hamaugh

John C. Jacobs

Inventor:

Robert Brown

per Munn & Co

Attorneys.

N. PETERS, Photo-Lithographer, Washington, D. C.

Mc C. Young.

Sheet 2 2 Sheets

Harvester Rake.

No 21587

Patented Sep. 21, 1858.

Fig 2

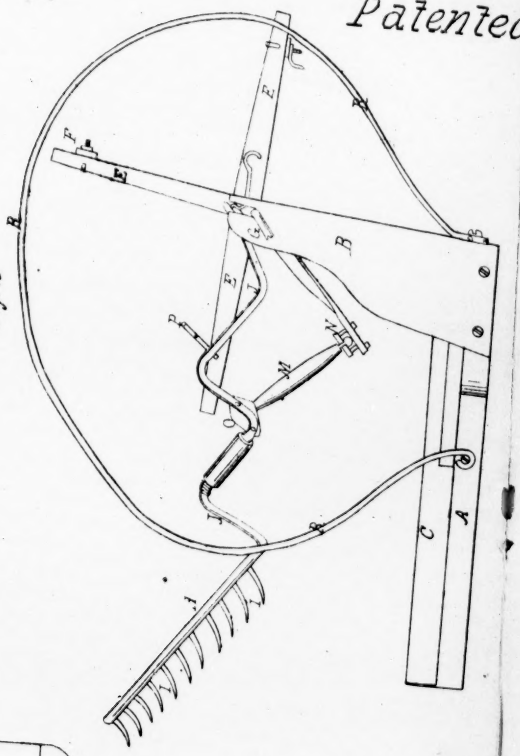


Fig 3

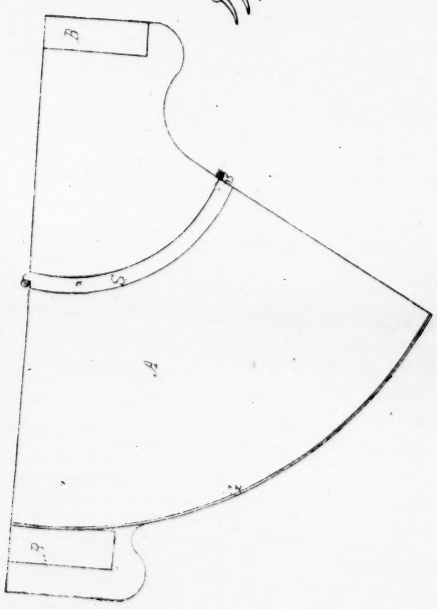


Fig 4

(48)

UNITED STATES PATENT OFFICE.

JOHN P. MANNY, OF ROCKFORD, ILLINOIS.

IMPROVEMENT IN HARVESTERS.

Specification forming part of Letters Patent No. **17,779**, dated July 14, 1857.

To all whom it may concern:

Be it known that I, JOHN P. MANNY, of Rockford, in the county of Winnebago and State of Illinois, have invented certain new and useful Improvements in Harvesting-Machines; and I do hereby declare the following to be a full, clear, and exact description of the construction and operation of the same, reference being had to the accompanying drawings, making a part of this specification, in which—

Figure 1 represents a top plan of the machine. Fig. 2 represents a side elevation, with the several parts shown in black lines and also in a different position in red lines. Fig. 3 represents a section through a spring-drum, which is used for taking up a portion of the weight of the finger-bar to prevent it from dragging too heavily on the ground.

Similar letters of reference, where they occur in the several figures, denote like parts of the machine in all of them.

The nature of my invention relates to the manner of raising and lowering the platform, so that in any and all of its positions it shall hold and maintain its horizontality in front and rear.

To enable others skilled in the art to make and use my invention, I will proceed to describe the same with reference to the drawings.

To an axle, A, supported on wheels B B, are affixed, in such manner as that the axle can freely turn in them, two boxes or bearings, C C. To these boxes are secured one end of the pieces D D, which unite at E, and are supported at that point by a caster-wheel, F. So much of the frame of the machine as is supported upon the wheels B B and caster-wheel F may be said to be "rigid" or "non-adjustable;" but to the lower rear parts of the boxes C are connected side pieces, G, the rear ends of which side pieces are permanently secured to the finger bar or or beam H, and transverse braces I I pass from corner to corner of this quadrangular frame to strengthen the whole together, and thus the several pieces G, H, and I constitute a frame which is also supported on the axle A, but which is adjustable in a manner to be hereinafter described.

A lever, J, is hung to the rigid frame D and extends to near the conductor's seat K, so that the conductor can readily grasp or operate it. To this lever J is suspended the finger-bar H, by a suspension-rod, *a*, so that the conductor can raise or lower the platform at pleasure; but in raising and lowering this platform I desire it to retain always the same horizontal position, or, in other words, to be raised or lowered in parallel lines, front and rear. This it would not do if the devices used were simply those above described. To effect this object I use a long supporting-piece, L, which extends far under the platform, as shown by dotted lines in Fig. 1. This supporting-piece L is hinged to the finger bar or beam at *b*, and its end is also pivoted at *c* to one end of a lever, M, which has its fulcra at *d*, and the other end of this lever M is attached to an arm, *e*, that is fixed to the piece D of the rigid frame. The outer end of this lever L is fastened to the outer portion of the platform P, and the front part of the platform P in turn is hinged to the bar H at the points *h*. The effect of this arrangement is to cause the supporting-piece L to depress the platform at its after portion every time the finger-beam is raised by the lever J, the connections between the rigid frame D and said supporting-piece L acting as a compound lever to effect this purpose, and thus both the front and rear of the platform are kept in a horizontal position, while they are raised or lowered to any desired cutting-height.

The red lines in Fig. 2 show the position which the several parts assume when the platform is raised up, the platform itself still maintaining a plane parallel to its lower position as shown by the black lines in Fig. 2. The finger-beam extends under the rigid frame D about midway between the supporting-wheels of said frame, and the beam H is supported by the rigid frame, as heretofore described.

When these machines are used for mowing the platform and raking apparatus are removed, and the cutter-bar is dropped on the ground and moves over it and in contact with it. It is desirable to cut grass low down, but the dragging of the cutter-bar is detrimental. This is avoided as follows: On a standard is arranged a drum, *f*, having a coiled spring within it, one end of which is fastened to the drum and the other to the axis of the drum. A ratchet and pawl are also connected to this spring-drum, so that the spring may be wound up and then held at any desired strain by the rack and pawl. To this drum is connected a cord or chain, *g*, the other end being fastened to the lever J, and the amount of strain upon

the spring in the drum regulates the lifting-power applied to the lever J, and instead of allowing the cutter-bar to drag with its whole weight over the ground, but still touch the ground, I take off so much of the dead weight of the cutter-bar by tightening up the spring as will just allow the said bar to touch the ground with a proper degree of friction to cut close, without, however, the heavy drag that the whole weight of the cutter-bar would cause without such an arrangement.

N N are the hounds, hinged to the boxes C, and to these hounds the tongue O is connected. The red lines in Fig. 2 show the positions into which the several parts are thrown when the platform is raised up from its position as shown in black lines to that shown in red lines.

Having thus fully described the nature and object of my invention, what I claim therein as new, and desire to secure by Letters Patent, is—

The combination of two frames, one of which is adjustable and can be raised or lowered at pleasure, with the lifting-piece L and platform P, hinged to said adjustable frame, when said parts are constructed and arranged to operate in relation to each other in the manner and for the purpose set forth.

JOHN P. MANNY.

Witnesses:
J. G. MANLOVE,
HOBART H. HATCH.

2 Sheets—Sheet 1.

O. DORSEY.

Harvester-Rakes.

No. 14,350. Patented Mar. 4, 1856.

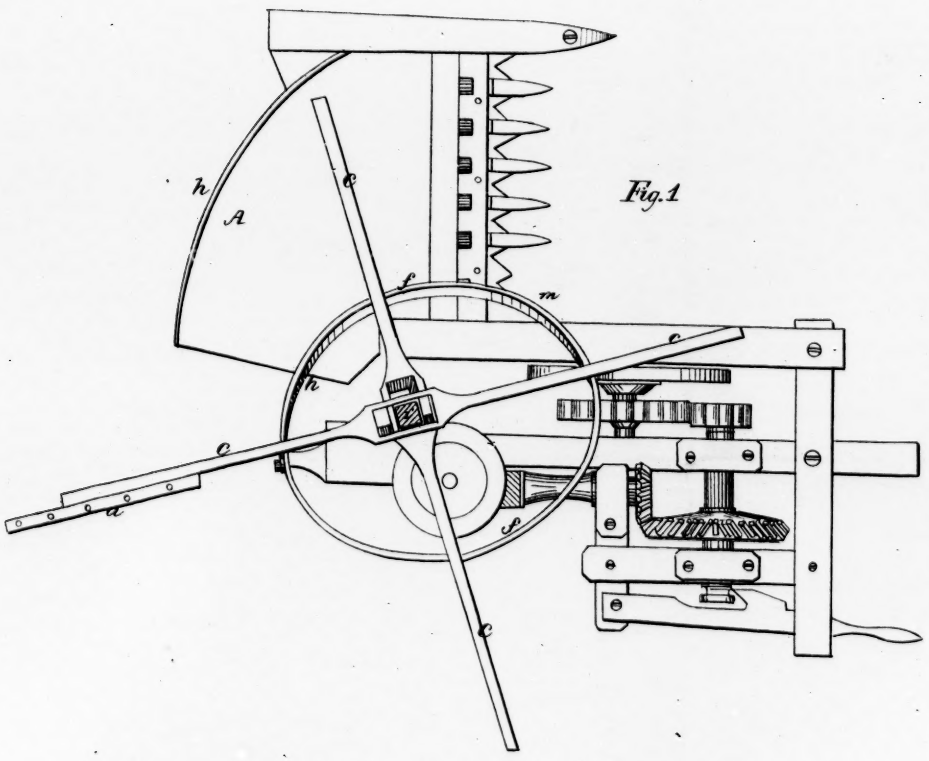


Fig. 1

N. PETERS, PHOTO-LITHOGRAPHER, WASHINGTON, D. C.

O. DORSEY.

2 Sheets—Sheet 2.

Harvester-Rakes.

No. 14,350.

Patented Mar. 4, 1856.

Fig: 2

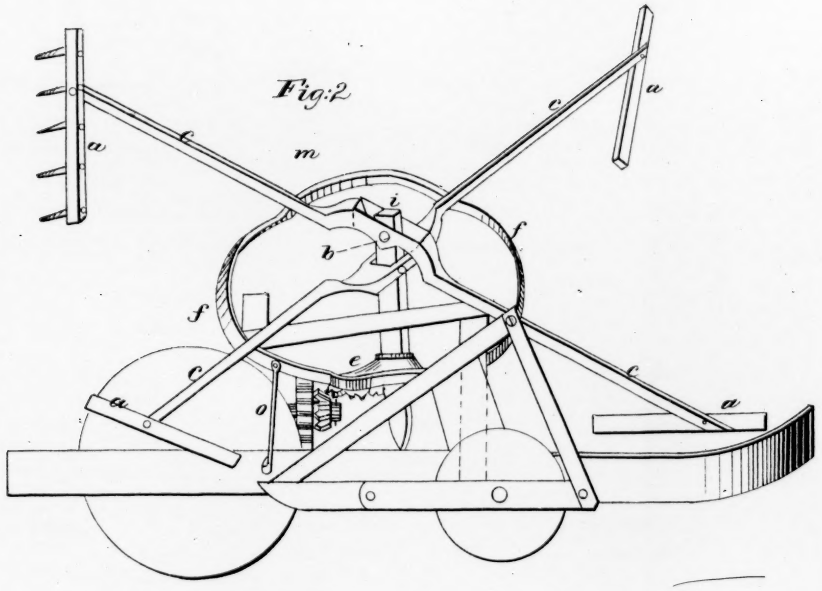
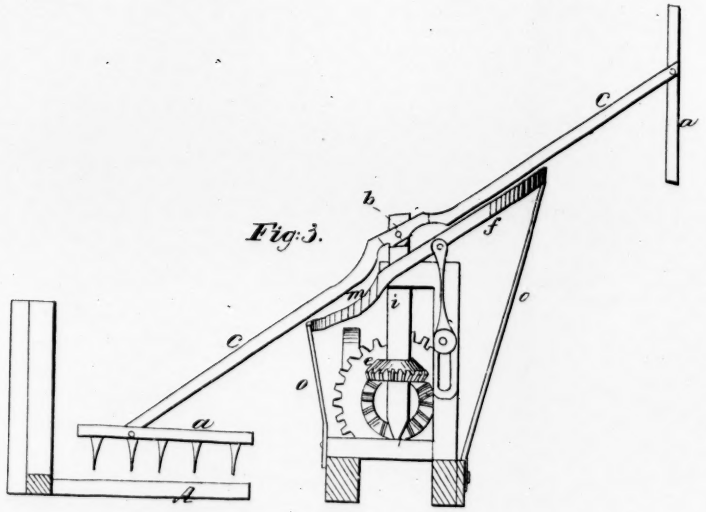


Fig: 3.



N. PETERS, PHOTO-LITHOGRAPHER, WASHINGTON, D. C.

J. P. Manny,
Mower

No 17779

Patented July 14 1857

Fig. 1

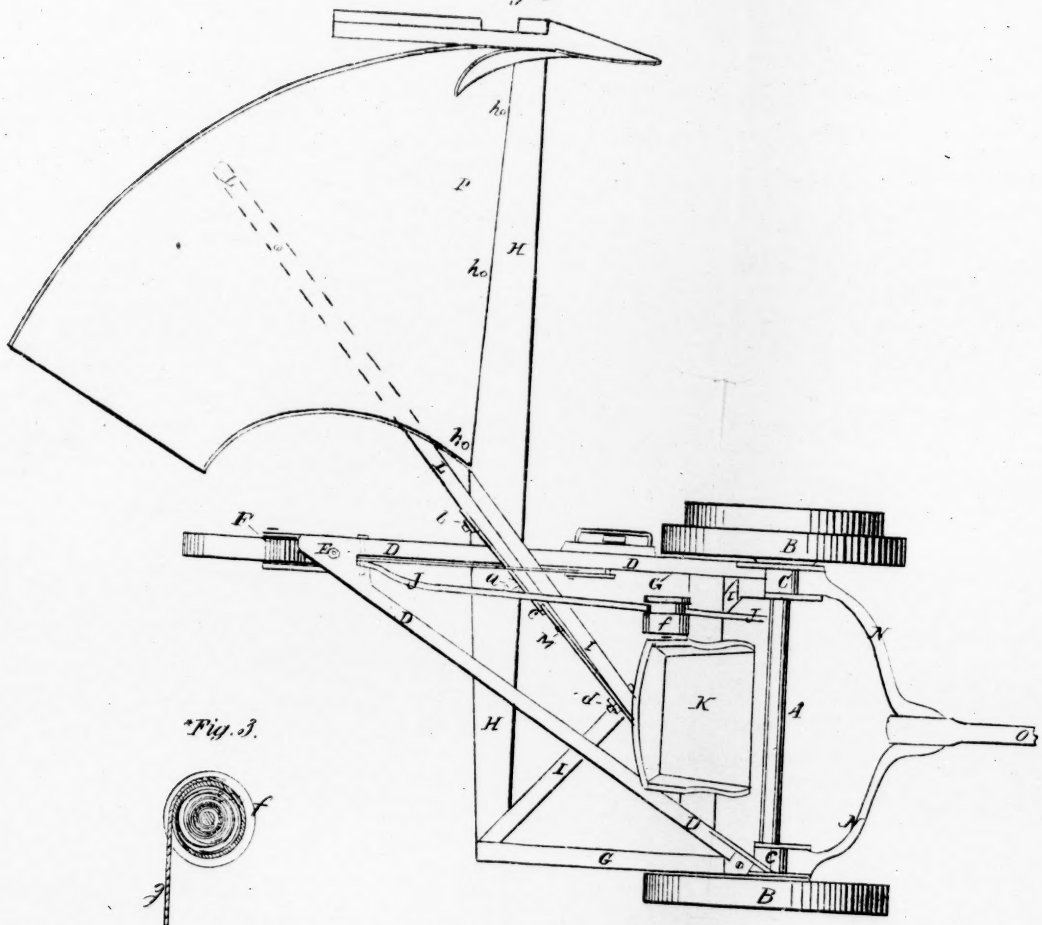
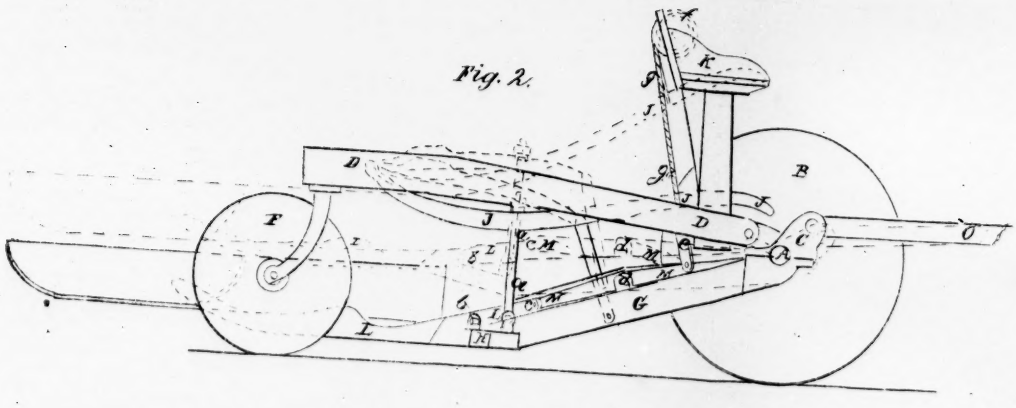


Fig. 3.

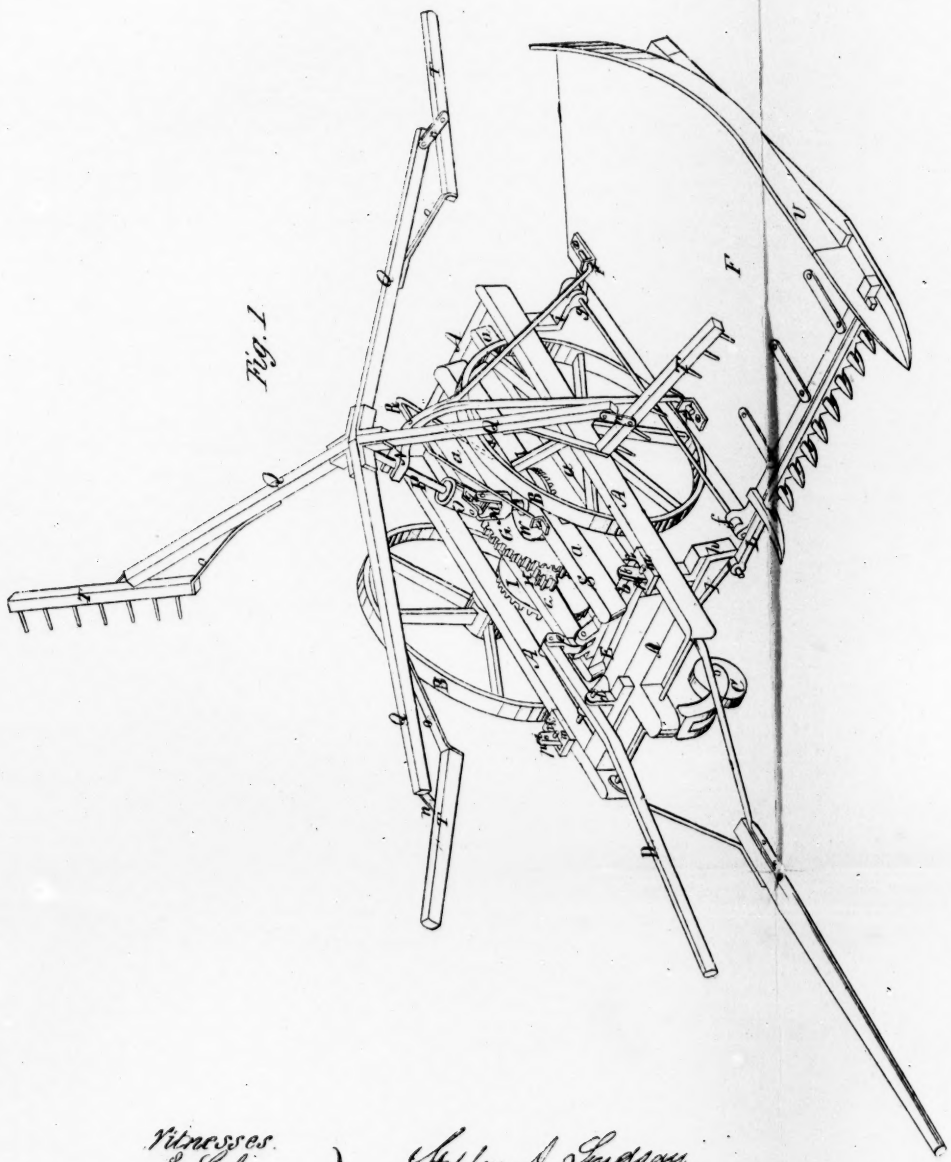
Fig. 2.



S. A. Lindsay.
Harvester Rake.

No. 30882 Patented Dec. 11. 1860

Fig. 1



Witnesses.
S. Cohen
J Horsch

Stephen A. Lindsay
By Atty A. B. Stoughton

E. BALL.

Harvester.

No. 18,788.

Patented Dec. 1, 1857.

Fig. 2

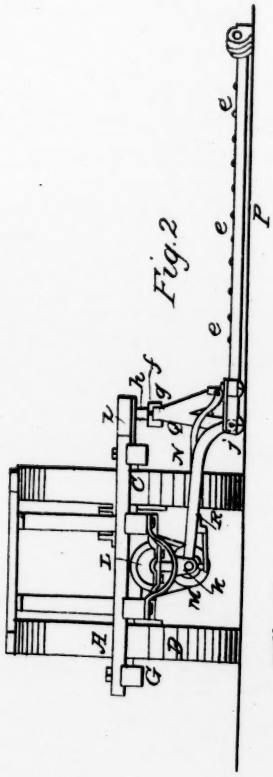


Fig. 3

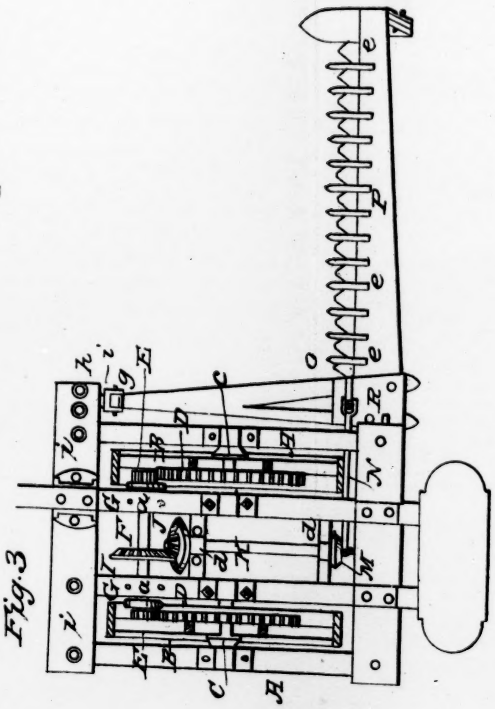


Fig. 1.

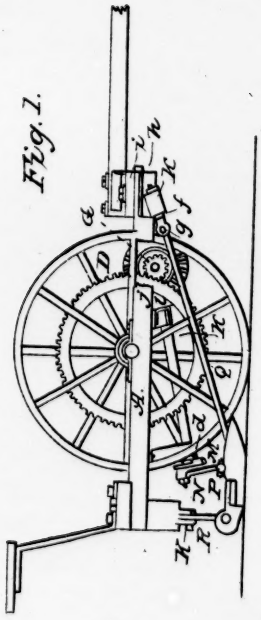


Fig. 4

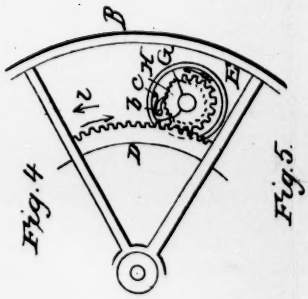


Fig. 5.

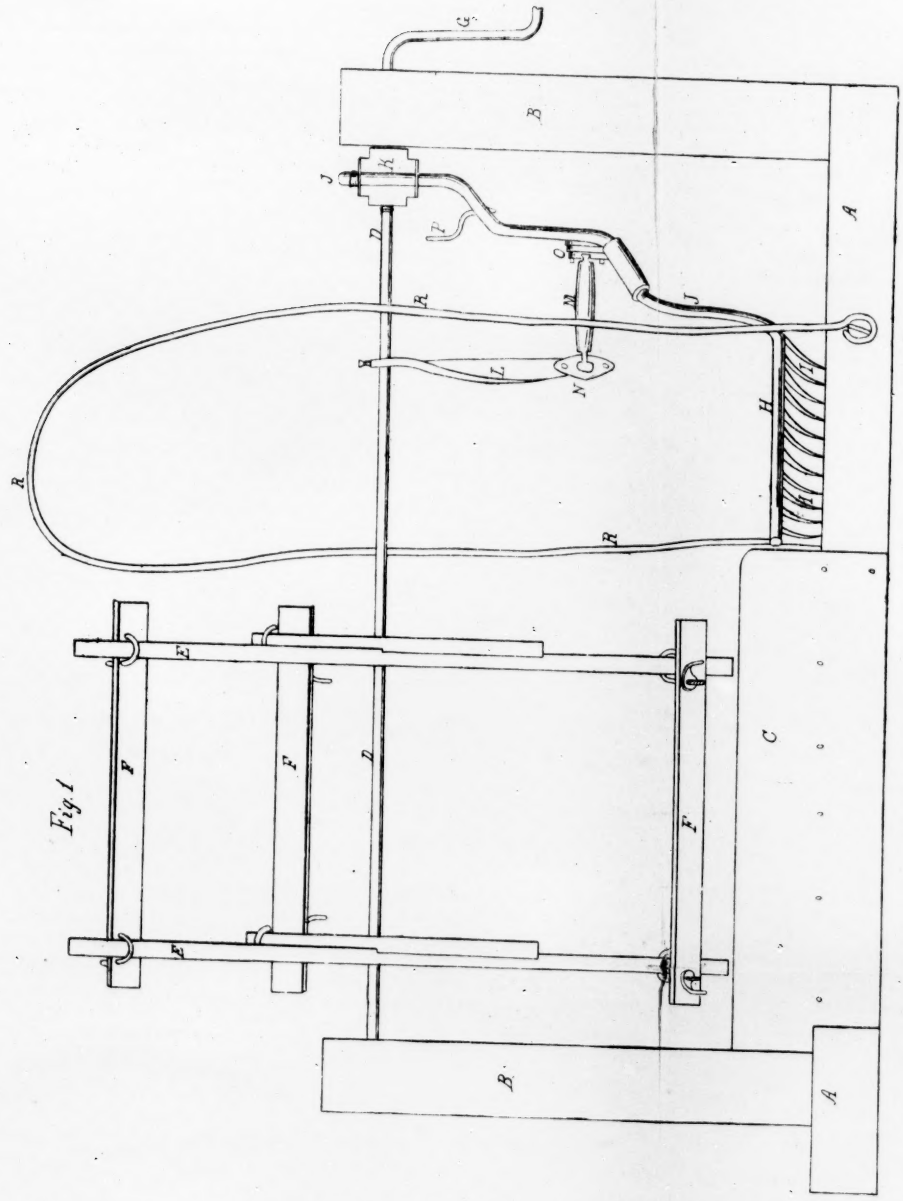
N. PETERS, Photo-Lithographer, Washington, D. C.

Sheet 1. 2 Sheets

M^c C. Young.

Harvester Rake.

N^o 21,587 Patented Sep. 21, 1858.



UNITED STATES PATENT OFFICE.

OWEN DORSEY, OF HOWARD COUNTY, MARYLAND.

IMPROVEMENT IN HARVESTER-RAKES.

Specification forming part of Letters Patent No. **14,350**, dated March 4, 1856.

To all whom it may concern:

Be it known that I, OWEN DORSEY, of Howard county, and State of Maryland, have invented certain new and useful Improvements in Rakes for Harvesting-Machines; and I do hereby declare that the following is a full, clear, and exact description thereof, reference being had to the accompanying drawings, forming a part of this specification, of which—

Figure 1 is a top view; Fig. 2, a side elevation, and Fig. 3 an end elevation.

The improvement consists of a revolving rake formed with four arms, *c c c c*, each pair of arms formed of metal or wood with an opening at their half-length of a longitudinal form, so as to allow them to pass over the end of a vertical turning shaft. *a a* are rake-heads attached to the arms *c c* at a suitable angle. *i* is the vertical shaft, having its upper end squared, so as to receive the arms over it. A bolt, *b*, passes through the sides of the arms at the mortise or opening, and also through the shaft *i*, and upon this bolt the arms have a partial vibratory movement allowed them. The vertical shaft has rotation communicated to it by a suitable gear-wheel, *e*, from the master-wheel. *f f* represent semicircular portions of a rail, upon which the arms *c* have their movement, and with the view of facilitating the travel thereon the arms may be furnished with friction-rollers. The rails serve as guides in bringing the rakes to the platform, and, after their passing over it, elevate the arms out of the way, and to accomplish this result the railway at the junction of the half-circles, instead of being continuous, is joined by short inclined portions *m*. (See Fig. 3.) The object of these is to permit the arms of the rakes to be suddenly dropped at the cutting-edge of the platform, and as suddenly raised at the delivery side thereof. The main portions of the rail are also inclined at or near an angle of forty-five degrees to the shaft *i*, and the tendency of the slope is toward the platform. The general arrangement is such that the rake-head is brought by a sweeping descent upon the front edge of the platform, and in so doing draws the uncut grain toward the cutters. Then the rake passes over the platform with a sweep or quarter-circle and forms a side delivery at the rear of the driving-wheel. *h* is a curved fender-board raised on the nose edge of the platform A. The machine in the cutting and gearing portions is such as now in use. The railway-circles *f f* are supported by suitable metal rods, O O, and by these rods it may be adjusted.

The operation of the rake is as follows: As the rake-head passes over the platform A its movement is horizontal, the arm C passing over the rail from *m* to *h*, Fig. 1; but on reaching the edge of the platform the rake-head is suddenly raised by the arm passing up the incline *m* (see Fig. 3) of the guide-rail, while the rake and opposite end of the arm drops at a corresponding incline, and by continuing its movement the rake reaches over the heads of the grain, and, gradually descending by the guide-rail, draws the wheat toward the cutters. By this means I dispense entirely with the reel used on harvesters for drawing the grain to the cutters, and by the quick inclines at *m* the lifting and descent of the rakes are rapidly performed, while in the movement of the rake over the platform it is slow and steady, thus preventing anything like scattering of the grain in its side delivery, and the deposit of it is made in proper gavels or bundles out of the track of the next round of the machine. The rakes and arms, being balanced, work with little expenditure of power, and, being exceedingly simple, are not liable to be thrown out of order. Besides, the small expense of adapting it to harvesters now in use is not to be overlooked.

Having described my improvement in rakes for harvesters, what I claim as my invention, and desire to secure by Letters Patent, is—

The combination, with the rake-arms *c c*, to which the rakes are firmly attached, of the vertical revolving shaft *i* and camway or guide *f f m m*, from which the rake-arms receive an undulating motion in a vertical plane, revolving about said shaft *i*, substantially in the manner and for the purposes set forth.

In testimony whereof I have hereunto signed my name before two subscribing witnesses.

OWEN DORSEY.

Witnesses:

JOSHUA A. THOMPSON,

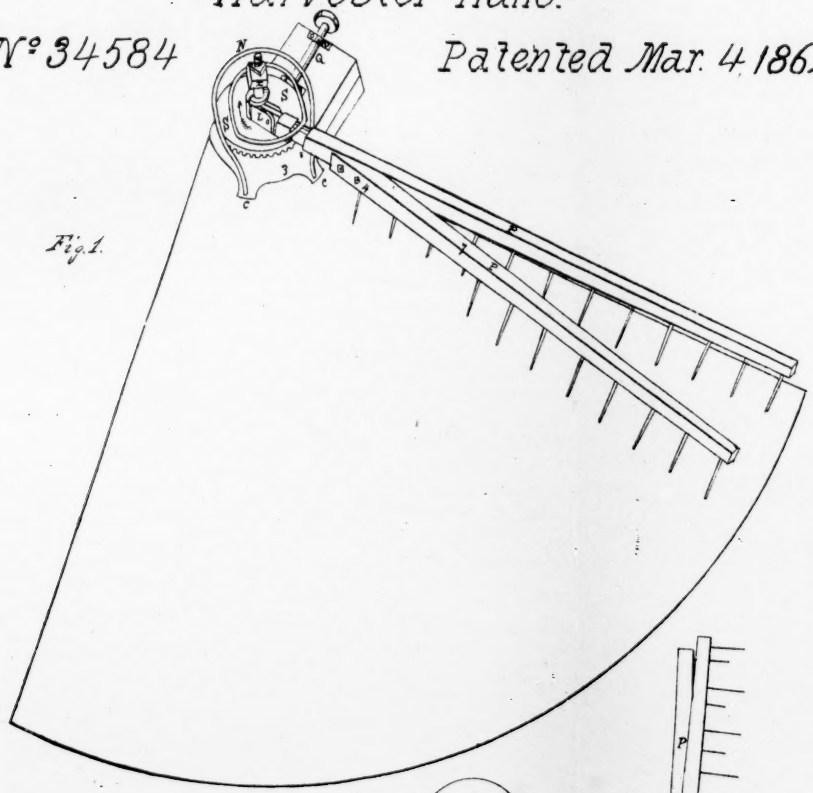
ROBERT BROWN.

J. H. Mears.

Harvester Rake.

No. 34584 Patented Mar. 4 1862.

Fig. 1.



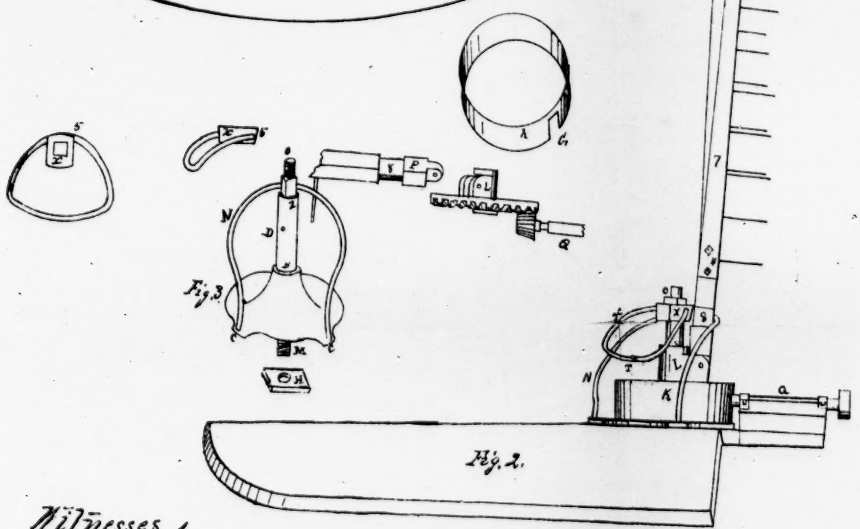


Fig. 3.

Fig. 2.

Witnesses
E. S. Hammond
Alfred Ward

Inventors
John H. Mears

Sheet 1 3 Sheets

Palmer & Williams.

Harvester Rake.

No. 10459x, Patented Jan. 24, 1854.

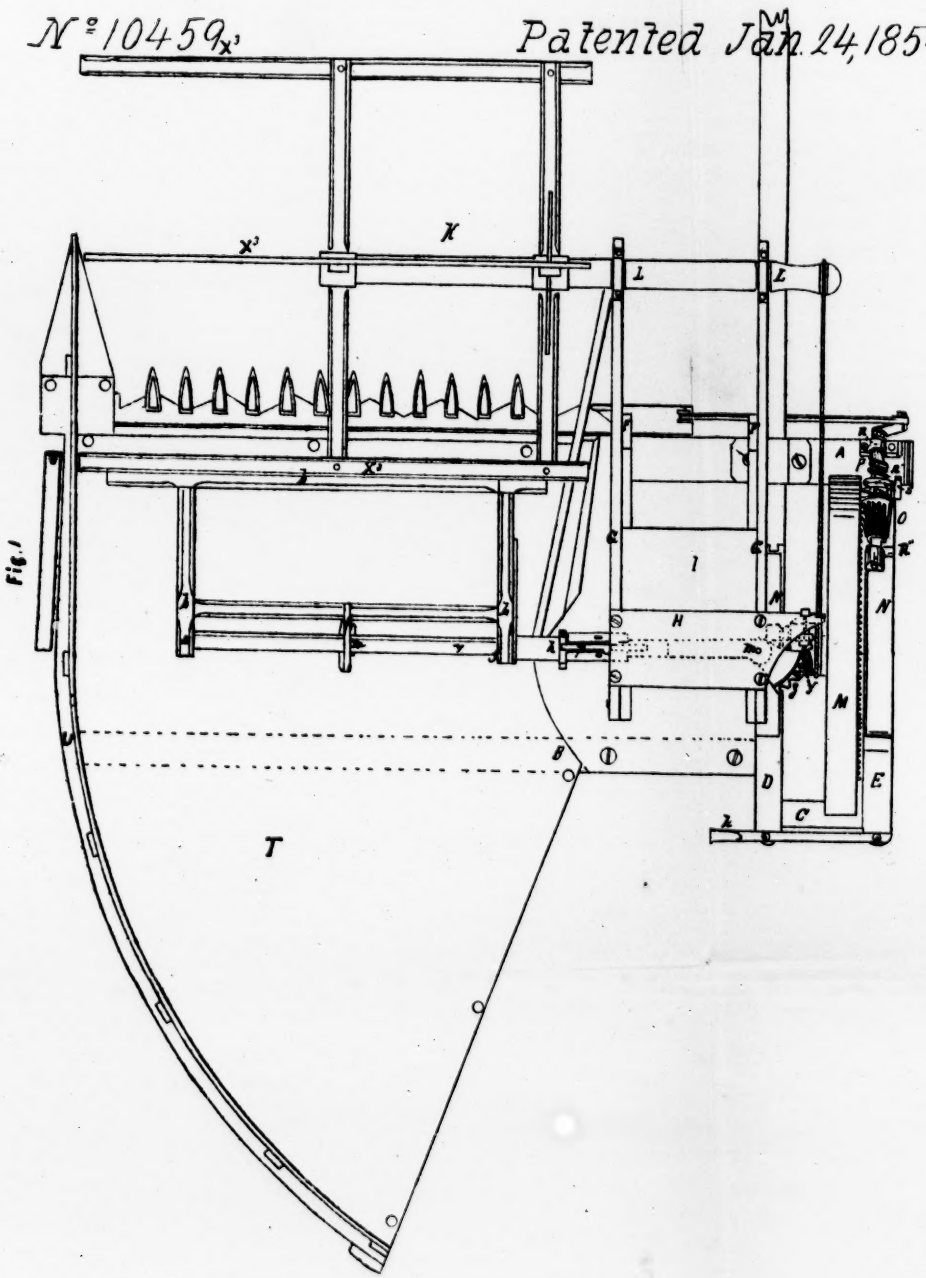


Fig. 1

Sheet 2 - 3 Sheets.

Palmer & Williams.

Harvester Rake.

No 10459 Patented Jan 24, 1854

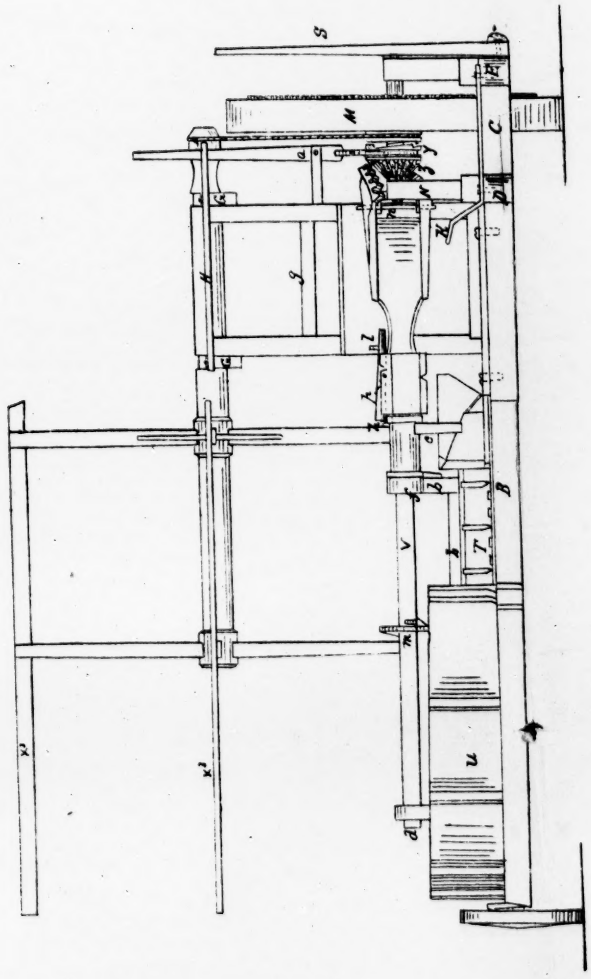


Fig 2

Sheet 3-3 Sheets.

Palmer & Williams.

Harvester Rake.

No. 10459

Patented Jan. 24, 1854.

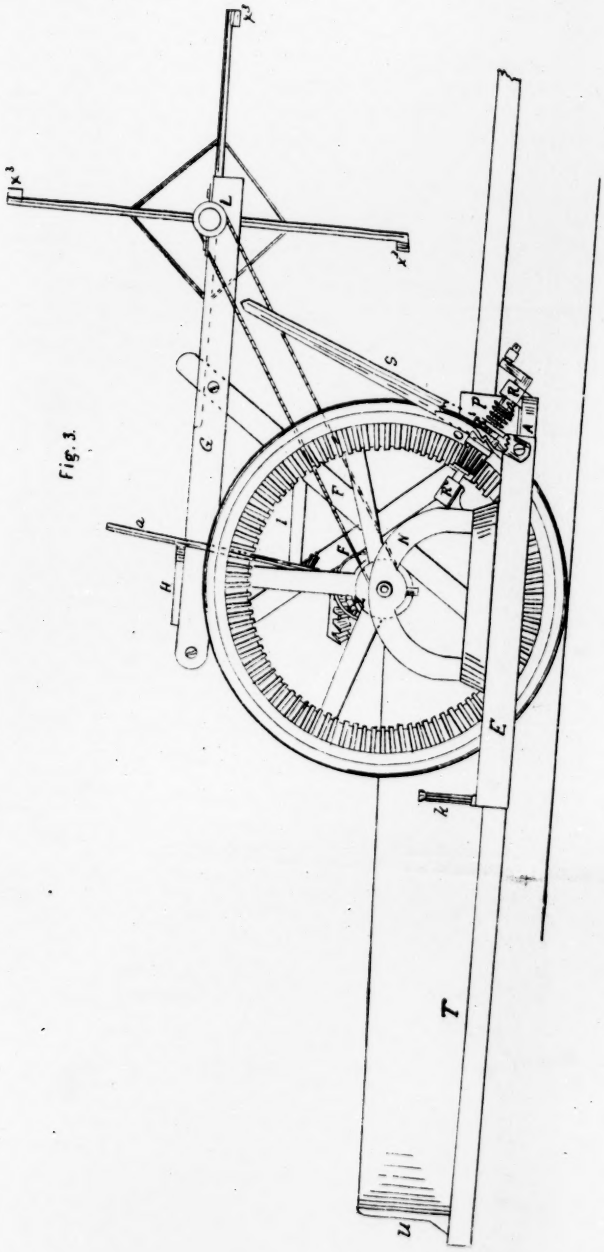


Fig. 3.

S. A. Lindsay.

Harvester Rake

No 24944 Patented Aug. 2, 1859.

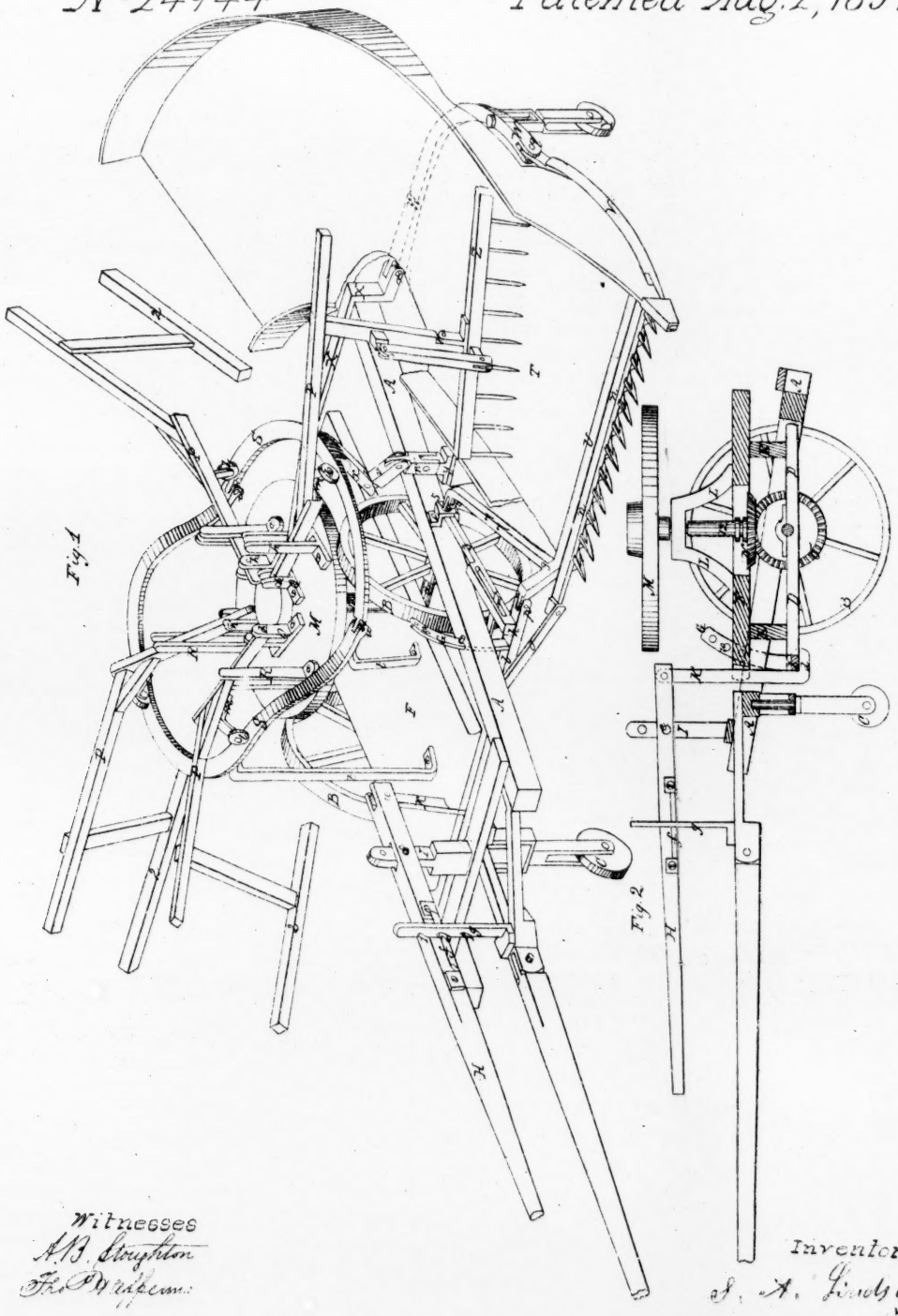


Fig 1

Fig 2

Witnesses
A. B. Stoughton
Thos. Dyrbeem

Inventor
S. A. Lindsay

UNITED STATES PATENT OFFICE.

STEPHEN A. LINDSAY, OF UNIONVILLE, MARYLAND.

IMPROVEMENT IN HARVESTERS.

Specification forming part of Letters Patent No. **24,944**, dated August 2, 1859.

To all whom it may concern:

Be it known that I, STEPHEN A. LINDSAY, of Unionville, in the county of Frederick and State of Maryland, have invented certain new and useful Improvements in Harvesting-Machines; and I do hereby declare that the following is a full, clear, and exact description of the same, reference being had to the accompanying drawings, in which—

Figure 1 represents a perspective view of said machine. Fig. 2 represents a longitudinal vertical section through the frame of the same.

The nature of my invention relates to the attachment of a self-raking apparatus to harvesters; and it consists in the manner of hinging the platform of the harvester and the circular guideway, which controls the undulating motion of the rake, to the frame of the machine, as that both the platform of the harvester and the rake shall rise and descend simultaneously when the machine passes over uneven or broken ground.

To enable others skilled in the art to make and use my invention, I will proceed to describe its construction and operation.

A represents the frame of the machine, which is supported by the two driving-wheels B on the axle *a*, and by the caster-wheel C, which is secured to a brace on the front end of the frame. This frame, being supported by the three wheels described, cannot be raised or lowered, and its weight does not bear on the beam, as in machines which are supported by the two driving-wheels only.

Within the frame A is hung another movable frame, which consists of two longitudinal bars, D, which are hung to the driving-shaft *a*, and two cross-pieces, E, to which the platform F is secured. The front ends of the bars D rest on a cross-bar, *b*, which is provided at both its ends with circular guide-pieces G, which can slide freely in suitable slots in the frame A, and which are perforated with holes 10 for the insertion of a pin to hold the frame in any desired position.

H represents a hand-lever, which is pivoted to the standard I, and has its fulcrum at *c*.

K represents a rod, which is pivoted to the end of the hand-lever H, and the lower bent end, *d*, of which supports the cross-bar *b*.

f represents a stop-plate, which is secured to the side of the lever H, and the edge of which, when resting in one of the notches, 1, of the standard *g*, holds the lever H, and consequently the movable frame, in any desired position.

12 represents a vertical shaft, which is held in its position and has its bearings in the vertical supports L.

M represents a circular plate or table, which is secured to the shaft 12, and which is rotated when the bevel-wheel N is operated upon by the bevel-wheel O.

P represents four arms, to which the reels 2 and rake Z are respectively secured. Their inner ends are hinged at *k* to the standards Q, and can freely play on their hinged points, while the arms P are guided in their vertical motions by playing within the vertical guide-pieces R.

l represents friction-rollers, which turn on the bracket *m*, they being secured to the arms P. These friction-rollers support the arms in their circular motion by running on the guide-piece S, which is supported by suitable rods, *t* The shape of the latter is represented in Fig. 1. When seen in a top view it appears in a true circular shape, which has the shaft 12 as its center. From a side view it appears as two half-circles, which are connected by inclines, and, as the rake-arms rest on said guide-piece by means of their friction-rollers, it follows that they are raised and lowered alternately according to the shape of the guide-piece S.

T represents the platform of the harvesting-machine.

n is the cutter-bar, which is driven by the pitman *o*, the latter being actuated in the usual manner.

The frame of the platform is composed of the finger-bar U, which is hinged at *p* to the bar *b*, and the frame-pieces V and W, which are hinged together at *q*, while the piece W is hinged at *r* to the bar X of the frame A. The outer end of the platform is supported by a caster-wheel, Y, the shaft of which passes through the frame-piece W. Thus it will be seen that when the outer end of the platform is raised or lowered it will turn freely on the hinged joints *r* and *p*; but it is essential that the rake-head should move simultaneously with the platform if the machine shall work without interruption. To accomplish this I make the

63

circular guide-piece S of two pieces, which are hinged together at *u* in such a manner that one of the pieces may be turned on said hinges while the other remains stationary. The movable part of the guide S is connected with the frame of the platform T by means of the links *v* and *w*, which are respectively secured to the arm *x* of the guide-piece S, and to the post *y* of the platform-frame, and by this arrangement the guide-piece S is raised or lowered by a corresponding movement of the platform, and thus the rake Z and reels 2 are caused to clear the platform with the same space between them, no matter to what position the platform is brought by the roughness of the ground.

As above described, I use but one rake, Z, which is attached to one of the arms P, while the arrangement of the other arm is such as to act as reels, it being evident that in this arrangement a reel of the usual construction could not well be applied to the machine.

I will now describe the arrangement by which the front end of the platform may be raised or lowered without interfering with the proper and effectual operation of the rake and reels.

By operating the lever H, the bar *b*, which is suspended to the rod K, and consequently the frames D F and the platform M are raised and lowered, and as the finger-bar U is hinged to the cross-bar *b*, it follows that it would turn on said hinge and not participate in the movement of the frames as described. To effect this simultaneous movement I employ a bar, 3, which is secured at 4 to the bar *b*. The end of the bar 3 is secured to a small shaft, 5, within the bracket 6 on the stationary frame A, so that when the bar *b* is raised or lowered the shaft 5 will be turned on its bearings in the bracket 6. 7 represents another bar, which is pivoted at 8 to the shaft 5, and the end 9 of which is firmly and rigidly secured to the cutter-bar U, and thus as the bar *b* is raised or lowered the shaft 5 will be turned and the bar 7 will cause the cutter-bar U to follow the motion of the bar *b*, while the free motion of the platform T is not interfered with by reason of the pivoted joint at 8.

Having thus fully described the nature of my invention, what I claim therein as new, and desire to secure by Letters Patent, is—

1. The combination of the hinged guide-piece S with the hinged platform T, for the purpose of retaining the rake and the reels in their proper relative positions toward the platform when the latter is raised or lowered, substantially in the manner herein described.

2. The combination of the bar 3, shaft 5, and the hinged bar 7 with the movable frame of the machine and the finger-bar U, for the purpose of raising and lowering the latter without interfering with the free movements of the platform on its hinges, substantially in the manner herein described.

S. A. LINDSAY.

Witnesses:
A. B. STOUGHTON,
THOS. H. UPPERMAN.

L. Miller.

Mower.

No. 766

Reissued Jul. 19, 1859

Fig. 1.

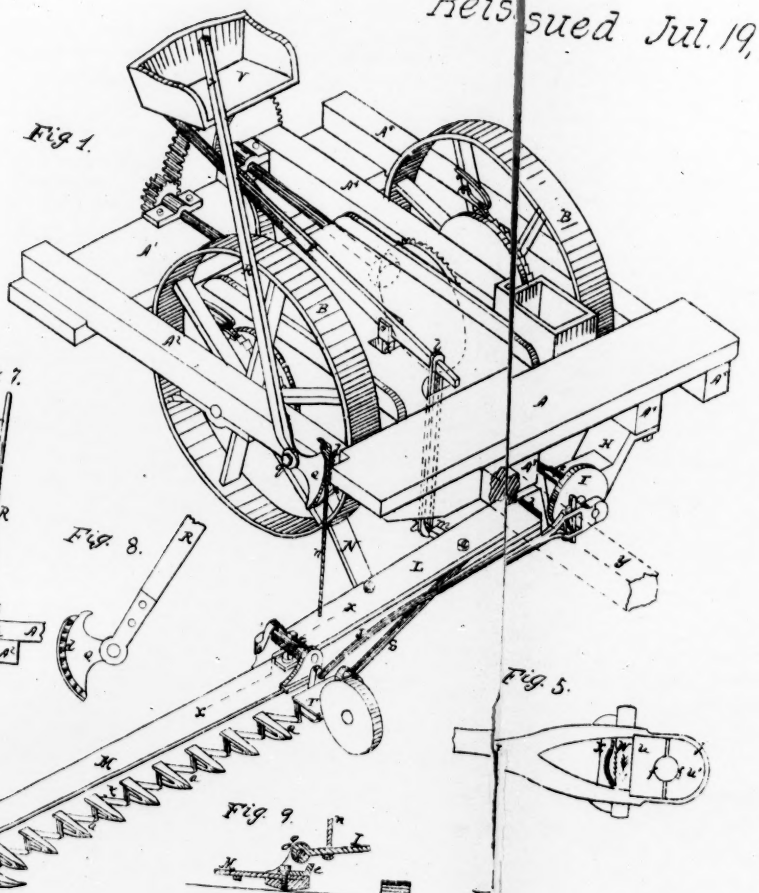


Fig. 6.

Fig. 7.

Fig. 8.

Fig. 5.

Fig. 9

Fig. 2.

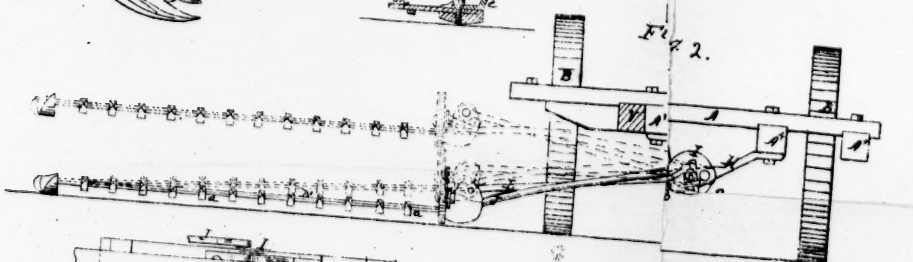


Fig. 4.

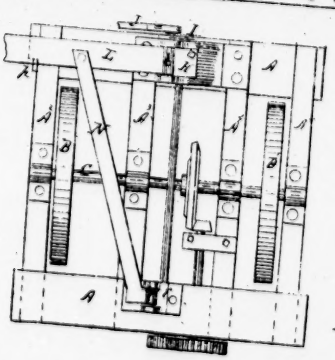
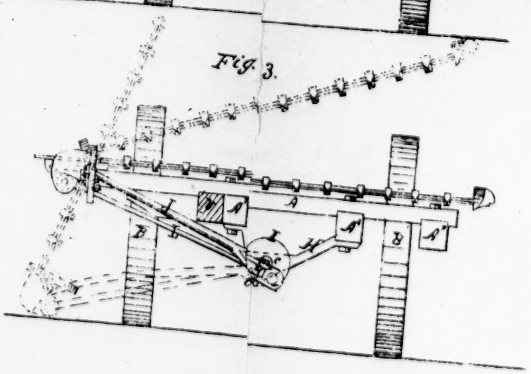


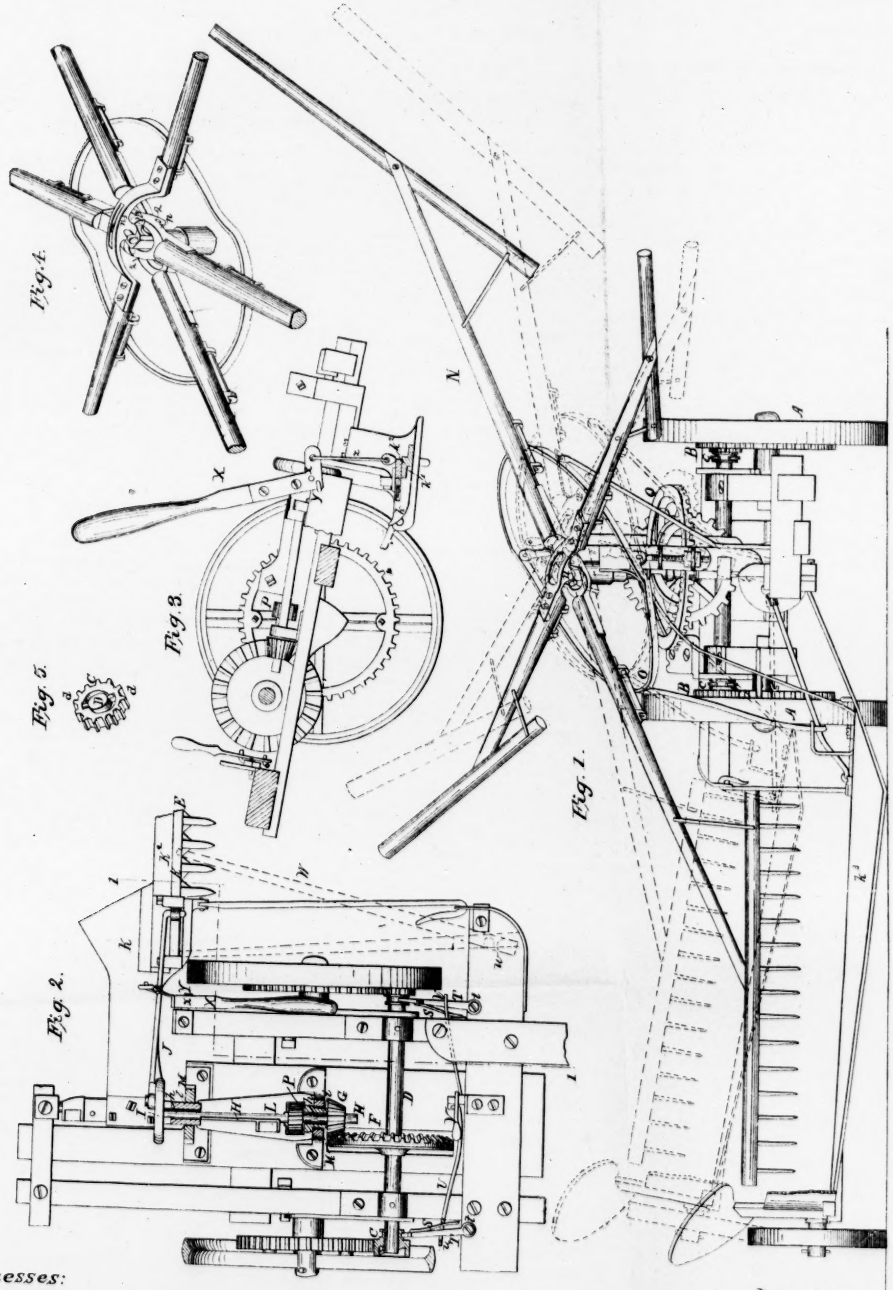
Fig. 3.



R. BROWN.

Harvester.

No. 32,556. Patented June 18, 1861.



Witnesses:

Inventor:

N. PETERS, Photo-Lithographer, Washington, D. C.

Sheet 1 - 2 Sheets.

Willard & Ross.

Mower.

No 18562 Patented Nov. 3, 1857.

Fig. 1.

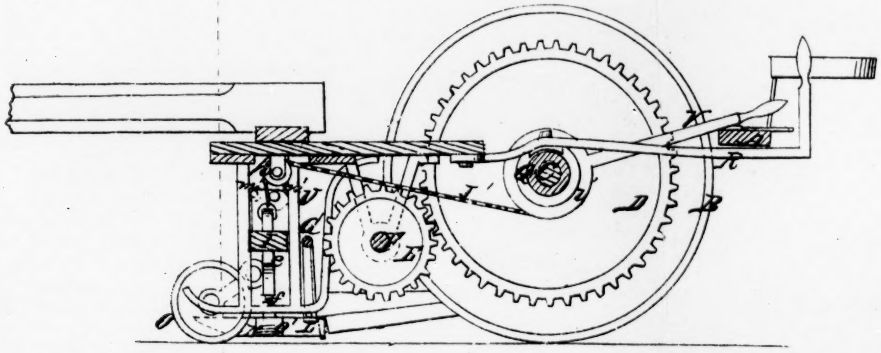
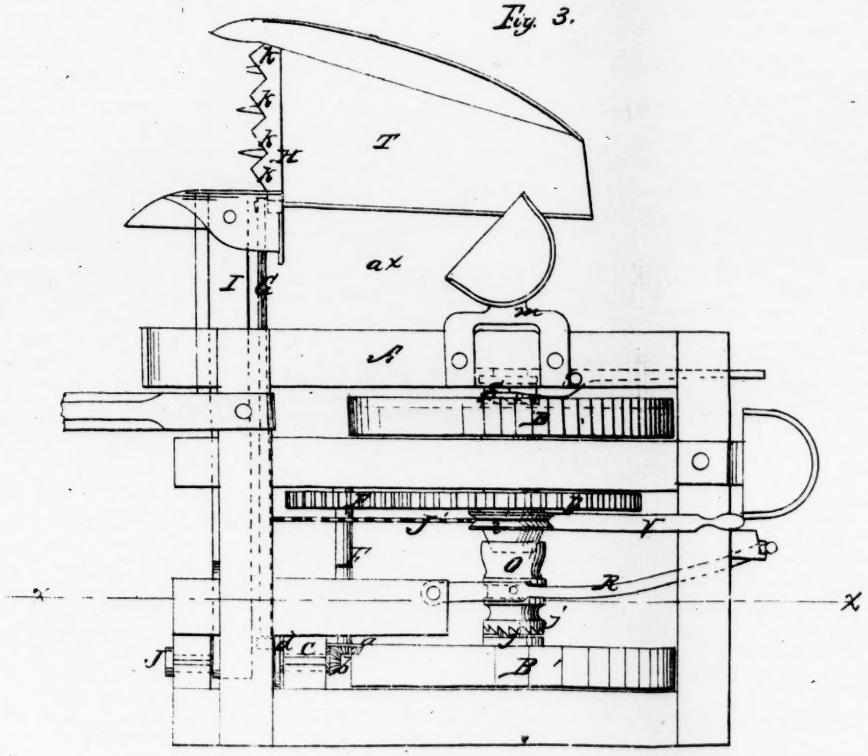


Fig. 3.



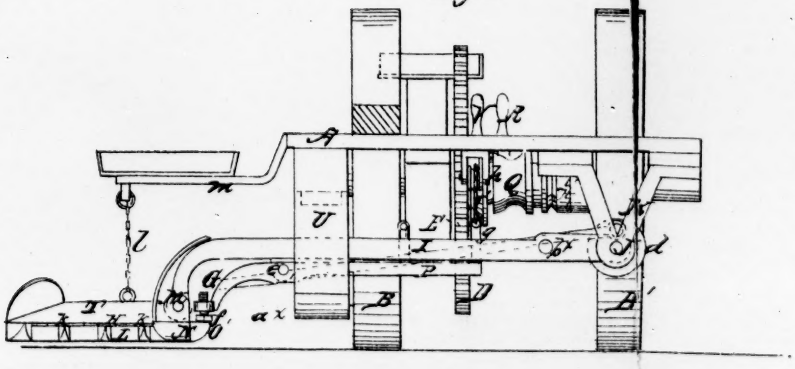
Sheet 2 - 2 Sheets.

Willard & Ross.

Mower.

No 18562 Patented Nov. 3, 1857.

Fig. 2.



L. C. Reese.
Harvester Rake.

No. 27832 Patented April 10. 1860.

Fig. 1.

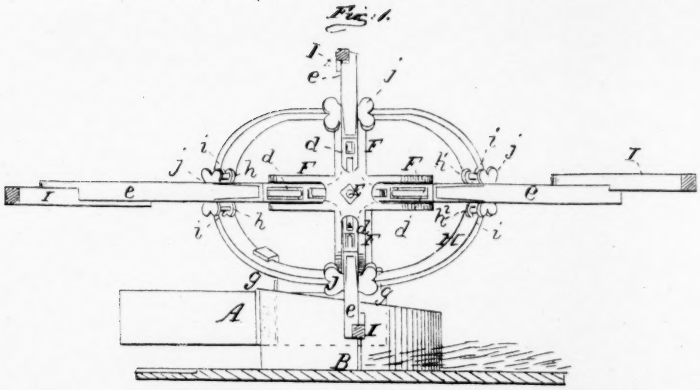
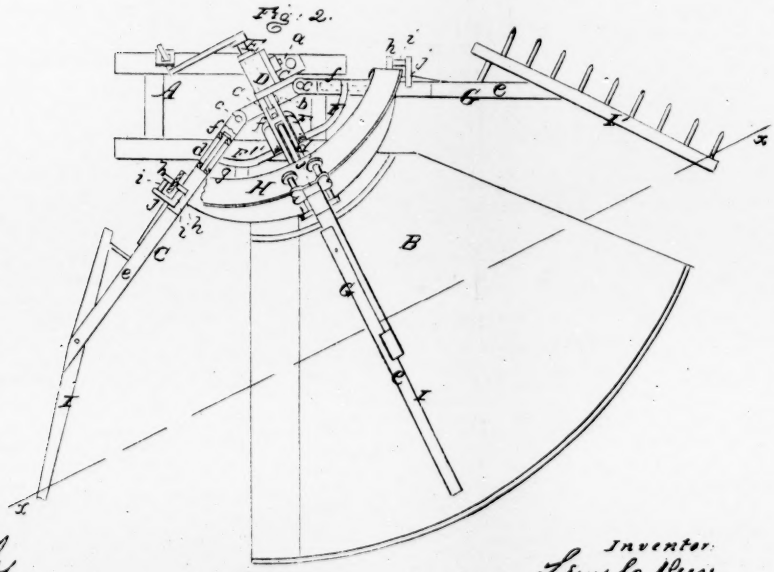


Fig. 2.



Witnesses
J. W. Coombs
R. S. Spencer

Inventor
Lewis C. Reese
per Munn & Co
Attorneys

UNITED STATES PATENT OFFICE.

LEWIS C. REESE, OF PHILLIPSBURG, NEW JERSEY.

IMPROVEMENT IN HARVESTERS.

Specification forming part of Letters Patent No. **27,832**, dated April 10, 1860.

To all whom it may concern:

Be it known that I, LEWIS C. REESE, of Phillipsburg, in the county of Warren, and State of New Jersey, have invented a new and useful Improvement in Grain and Grass Harvesters, the same being a combined rake and reel; and I do hereby declare that the following is a full, clear, and exact description of the same, reference being had to the annexed drawings, making a part of this specification, in which—

Figure 1 is a vertical section of my invention, taken in the line *x x*, Fig. 2; Fig. 2, a plan or top view of the same.

Similar letters of reference indicate corresponding parts in both figures.

This invention consists in the employment or use of a series of arms, constructed each with a swivel and connected to a rotary shaft by means of joints, the above parts being used in connection with a curved guide and retaining-arms, all the parts being so arranged as to cause the arms, as their shaft is rotated, to pass over the platform, and in such a relative position therewith and with the sickle as to perform the functions of a reel and raking device.

To enable those skilled in the art to fully understand and construct my invention, I will proceed to describe it.

A represents a portion of the main frame of a harvester, and B a platform attached thereto.

C is an upright attached to the main frame, said upright being slotted vertically and having a bearing, D, attached to it by a screw-bolt, *a*, which passes through the slot in the upright and through the bearing, and admits of a vertical adjustment of the latter.

E is a shaft, which is fitted in the bearing D, and allowed to rotate freely therein. To one end of this shaft E four radial arms, F, are attached, each arm being slotted longitudinally and curved slightly toward the opposite end of its shaft, E, as shown clearly in Fig. 2.

On the shaft E a hub or boss, *b*, is placed, and to this hub or boss four arms, G, are attached by joints *c*. Each arm G is also constructed with a swivel, *d*, to admit of a rotation of their outer parts, *e*, independently of their inner parts, *f*. The swivels *d* are shown clearly in both figures, and constructed similarly to the ordinary swivels used for analogous purposes.

H represents a curved guide, which may be formed of a flat metal bar bent in elliptical form, and at the same time forming a transverse section of a flattened cone, or the bar may be described as being bent in an elliptical and flaring form. The shape of this guide is shown clearly in Figs. 1 and 2. The guide is attached to the main frame A by supports *g g*.

The arms G are connected to the guide H by friction-rollers *h*. These friction-rollers are, at the ends of rods *i*, attached to plates *j*, secured to the outer parts, *e*, of the arms G. There are four rods *i* to each plate *j*, and two of the rods of each plate are at the outer and two at the inner side of the guide, and consequently each arm G has four friction-rollers that bear on the guide. To the end of each arm G an oblique bar, I, is attached, and the arms G are fitted in the slots of the arms F—one in each. The arms F retain the arms G in proper relative position with each other. To one of the bars I teeth are attached, forming a rake, I′.

The operation is as follows: The shaft E is rotated from any of the working parts of the device, and as said shaft rotates the arms G are carried around on the guide H, and descend just in front of the sickle at the front end of the platform, and traverse back over the platform, the rake I′ raking the cut grain therefrom, and the bars I performing, just before passing on the platform, the function of the beaters of a reel—viz., presenting the grain properly to the action of the cutters. The arms G and their rake-heads rise at the back end of the platform and pass in an elevated position toward the front part, when they descend, and again pass over the platform, the outer parts, *e*, of the arms G turning as they pass around on the guide H, owing to the swivels *d* the bars turning down in a working position as they descend in front of the platform, and turning up as they pass upward at the back of the platform. The slotted arms F and joints *c* admit of the arms G, as they rotate, working in and out under the influence of the guide H, and the arms F keep the arms G in a proper relative position with each other. The rake I′ and bars I may be made to work nearer to or farther from the platform B by adjusting the bearing D, and the several arms G are so arranged that they follow each other successively a trifle nearer the platform at every revolution of the shaft E, so that the bars I will not interfere with the cut grain on the platform. For

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instance, the first bar I succeeding the rake I′ in practice is made to pass over the platform within eight inches of its surface, and the succeeding bar about nine and one-half inches, the next succeeding bar about eleven inches, and the rake then follows close to the platform and draws or rakes all the cut grain therefrom to the rear and off from the platform behind the main frame.

Having thus described my invention, what I claim as new, and desire to secure by Letters Patent, is—

1. The combination of the arms G, provided respectively with bars I and one or more rakes, I′, with swivels, *d*, connected by joints *c* to a rotating shaft, E, and by friction-rollers or other suitable means to a guide, H, to operate as set forth.

2. The employment or use, in connection with the guide H, of the slotted arms F, attached to the shaft E, and arranged, as described, to receive the arms G and retain the same in a proper relative position with each other, and arranged for adjustment substantially as described.

LEWIS C. REESE.

Witnesses:
ADAM R. REESE,
F. B. DAYTON.

T. S. Whitenack.

Harvester Rake.

Sheet 1. 2 Shee

No. 341
No. 31345

Patented Feb. 5, 1861.

Fig. 1.

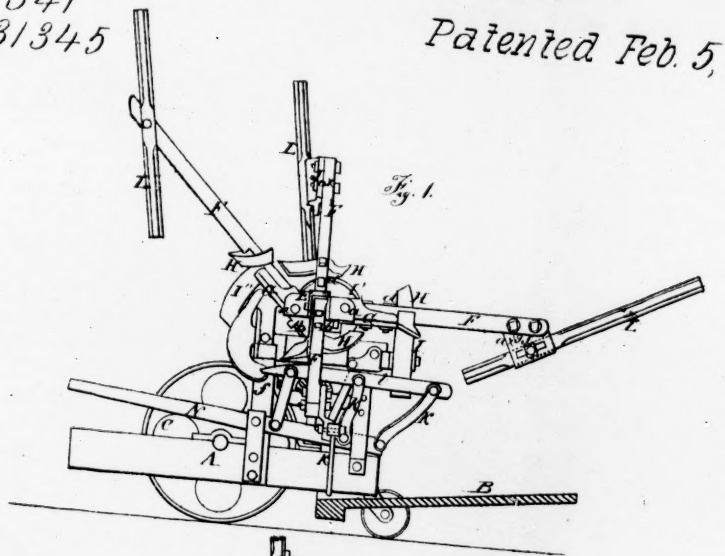
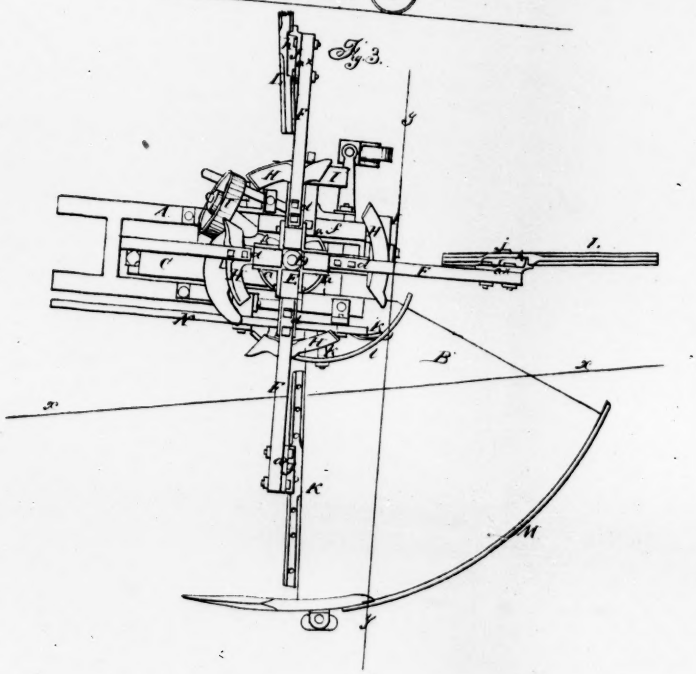


Fig. 3.



Witnesses
Jos. Coombs
R. L. Spencer

Inventor
T. S. Whitenack
per Munn & Co
Attorneys

Sheet 2 - 2 Sheets.

T. S. Whitenack.

Harvester Rake.

No. 341

No. 31345

Patented Feb. 5, 1861.

Fig. 2.

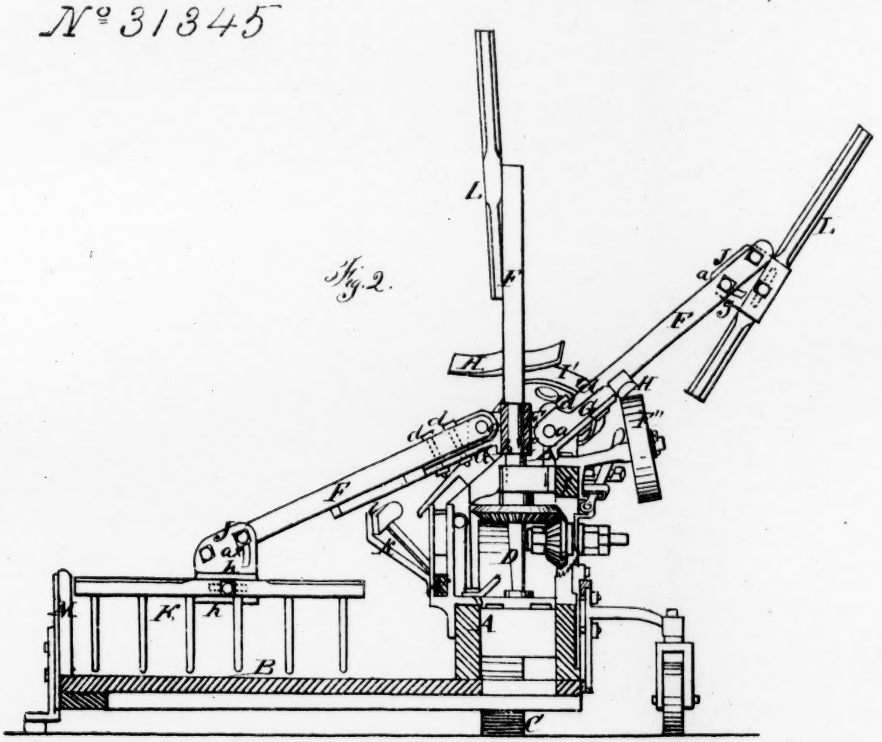
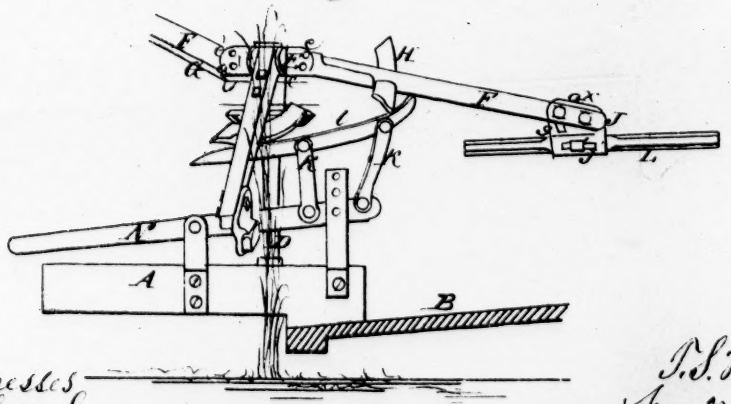


Fig. 4.



Witnesses
J. W. Coon Co
R. S. Spencer

Inventor
T. S. Whitenack
per Munn & Co
Attorneys

L. Miller.
Mower.

No 2841
33 845

Patented Dec 3 1861

Fig. 1.

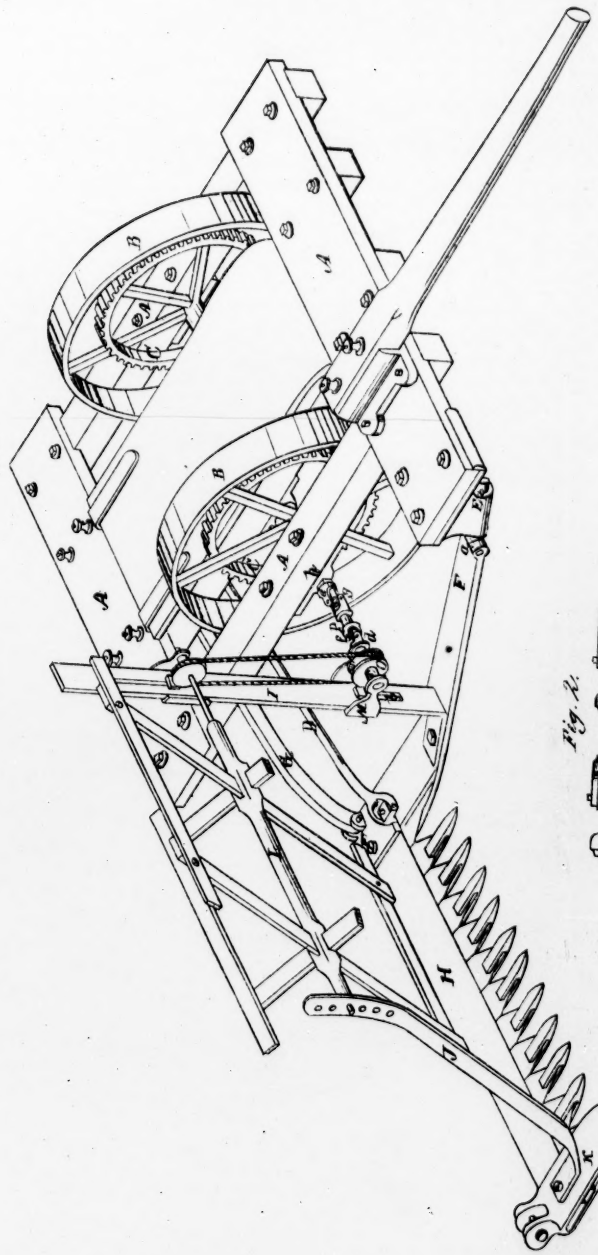


Fig. 2.

Witnesses.
L. Geiters
Henry A. Clark

David Miller,
By atty A. B. Stonington

J and L Miller.

Mower.

No. 24700 Patented July 5. 1859

Fig. 2.

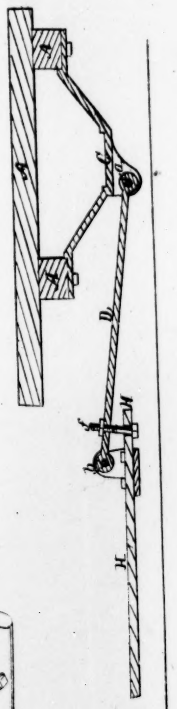
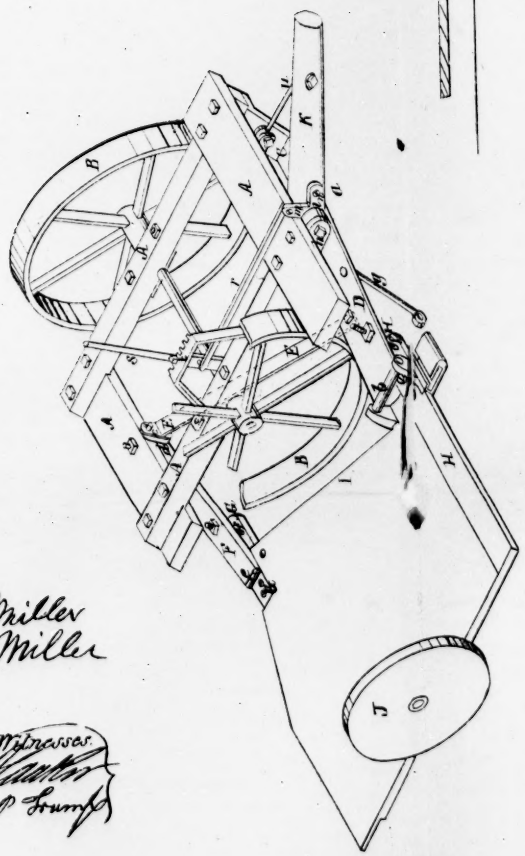


Fig. 1.



Witnesses.

Peter D Lourn

Jacob Miller

Louis Miller

75

UNITED STATES PATENT OFFICE.

JACOB MILLER AND LEWIS MILLER, OF CANTON, OHIO, ASSIGNORS TO C. AULTMAN & CO., OF SAME PLACE.

IMPROVEMENT IN HARVESTERS.

Specification forming part of Letters Patent No. **24,700**, dated July 5, 1859.

To all whom it may concern:

Be it known that we, JACOB MILLER and LEWIS MILLER, of Canton, in the county of Stark and State of Ohio, have invented certain new and useful Improvements in Harvesting-Machines; and we do hereby declare the following to be a full, clear, and exact description of the same, reference being had to the accompanying drawings, making a part of this specification, in which—

Figure 1 represents in perspective a portion of a harvesting-machine sufficient to illustrate the character of our invention; and Fig. 2 represents a vertical section taken through the cutter-bar and main frame in line with it, as also through the hinged bar by which they are connected.

Similar letters of reference, where they occur in the separate figures, denote like parts of the machine in both of them.

In the construction of grain and grass harvesters upon the plan invented by us, and in which the finger-beam and platform have heretofore been hinged to the main frame, no proper provision was made for controlling said finger-beam or platform and at the same time relieve them from the rising and the other motions of the main frame. To simply hinge the finger-beam and platform leaves them entirely too uncontrollable. To suspend them to the main frame in addition to the hinge-connection causes them to receive all the rising or rolling motions of said main frame. We have discovered the evil consequences of both these plans, and devised means for obviating the latter objection, while we still hinge the finger-beam and platform to the main frame; or, in other words, we retain all the advantages of a hinged connection between the finger-beam and platform when used, while we have greater control over the hinged joint, and avoid transmitting the motions of the main frame to said finger-beam or platform; and the nature of our invention consists in suspending a finger-beam or platform that is hinged to the main frame, to the hinged arms by which they are connected to the said main frame, and not to the main frame itself, by which means all the advantages of the hinged joint and the proper bracing may be obtained without transmitting the motions of the main frame to said finger-beam or platform.

To enable others skilled in the art to make and use our invention, we will proceed to describe the same with reference to the drawings.

A represents the main frame, supported upon the carrying and driving wheels B. Underneath the front part of the main frame is a bracket or hanger, C, to which one end of the brace or bar D is hinged, as at *a*, the other end of said brace or bar being hinged at *b* to the platform or finger-beam, or to a plate that is attached to or unites them. The bar D is strengthened by a transverse brace, E, that is rigidly bolted to said bar D, and, extending back, is pivoted to the rear of the machine, as at *c*, so that it will allow said bar to freely work on its hinged point *a*. The rear of the platform may be similarly hinged to the main frame, as its front is—viz., by a bar, F, which may be of wood, however—while that in front, D, should be of metal, said bar being hinged at *d* to the main frame and at *e* to the platform or platform-bar G.

H may represent the finger-beam, or it may be a separate beam to which the platform is united, or on which it is supported. This beam or bar H (as well as the one G) projects beyond the inside edge I of the platform far enough to receive a suspension-bolt, *f f*, (one in each,) which bolts suspend said bars to the hinged pieces D F, and thus allow the inner edge of the platform to rise or yield upward to a given extent, which may be adjusted or regulated by the nuts on the suspension-bolts, but which prevent said inner edge of the platform from dropping below a given line; and thus while the main frame and the platform may freely move on the hinged or pivoted points *a d*, there is provision for a rising motion along the inner line edge of the platform, which can take place without in any wise affecting or being affected by the rising of the outer part of the platform or of the main frame; and thus if the inside shoe or divider should pass over any obstacle the platform and braces will admit of rising to yield to such obstacle without affecting the main frame or outer portion of said platform. If the braces D F were suspended to the main frame A, as in some of our former machines, it is obvious that the rising of the main frame must lift up said braces, and they would carry up the platform or cutters, and thus if the most remote

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wheel should drop into a hole and throw up the main frame this shock or rising up would be communicated through the hinged arms or braces to the cutters or platform; but by suspending the platform or its bars or beams to the hinged arms D F, as shown, no such dropping of a wheel would affect the platform or cutter, as the frame would simply rock on the joints *a d*, and the motion be confined to itself.

The platform has an outside supporting-wheel, J, which may be adjustable, so as to lower or raise the outer end of the platform; but when the machine is to be used as a mower the platform and outer wheel are removed. The rear hinged arm, F, may also be removed, as it is not used when the machine is converted into a mower.

g is a brace designed for bracing in the inside shoe or divider.

The tongue K is pivoted at its heel to the frame, *h* being the pivoting-bolt.

i is a T-shaped lever, one arm of which is bolted to the tongue at *n*, another arm receives the bolt *h* through it, and to the third arm *m* is attached a connecting-rod *r*, which, extending rearward, is attached to a lever, *s*, by which the main frame can be raised or lowered, and held when at the proper height by a tooth or projection on said lever taking into one of the notches in the catch-piece *t*. The tongue is braced by a brace, *u*, fastened to it, and pivoted at *v* to the main frame.

Having thus fully described the nature and object of our invention, we would state that we are aware a knuckle has heretofore been used for regulating the extent of motion between the finger-bar and the yielding hinged bar, having so used one ourselves. To this we lay claim in this application; but

What we do claim is—

Extending the finger or platform bar, one or both, far enough under the yielding bars by which they are hung to the main frame as that the two may be united by suspension-rods, which allows them a yielding motion in one direction, makes them rigid in another direction, and prevents the motion of the main frame from being communicated to the finger-bar, substantially as described.

JACOB MILLER,
LEWIS MILLER.

Witnesses:
S. WALKER,
PETER P. TRUMP.

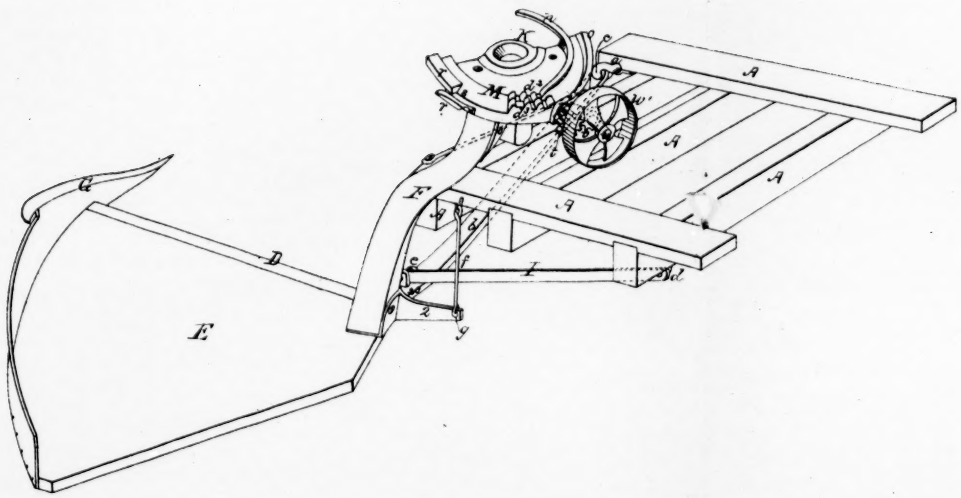
3 Sheets—Sheet 3.

R. HOFFHEINS.

HARVESTER.

No. 2,224. Reissued Apr. 10, 1866.

Fig. 12.



Witnesses:
R. Wampbell
Edw Schafer

Inventor.
Reuben Hoffheins
by his Attys
Mann, Fenwick & Lawrence

N. PETERS. Photo-Lithographer. Washington, D. C.

17-132

Supreme Court of the United States.

No. 142.

REUBEN HOFFHEINS, *Appellant*,

vs.

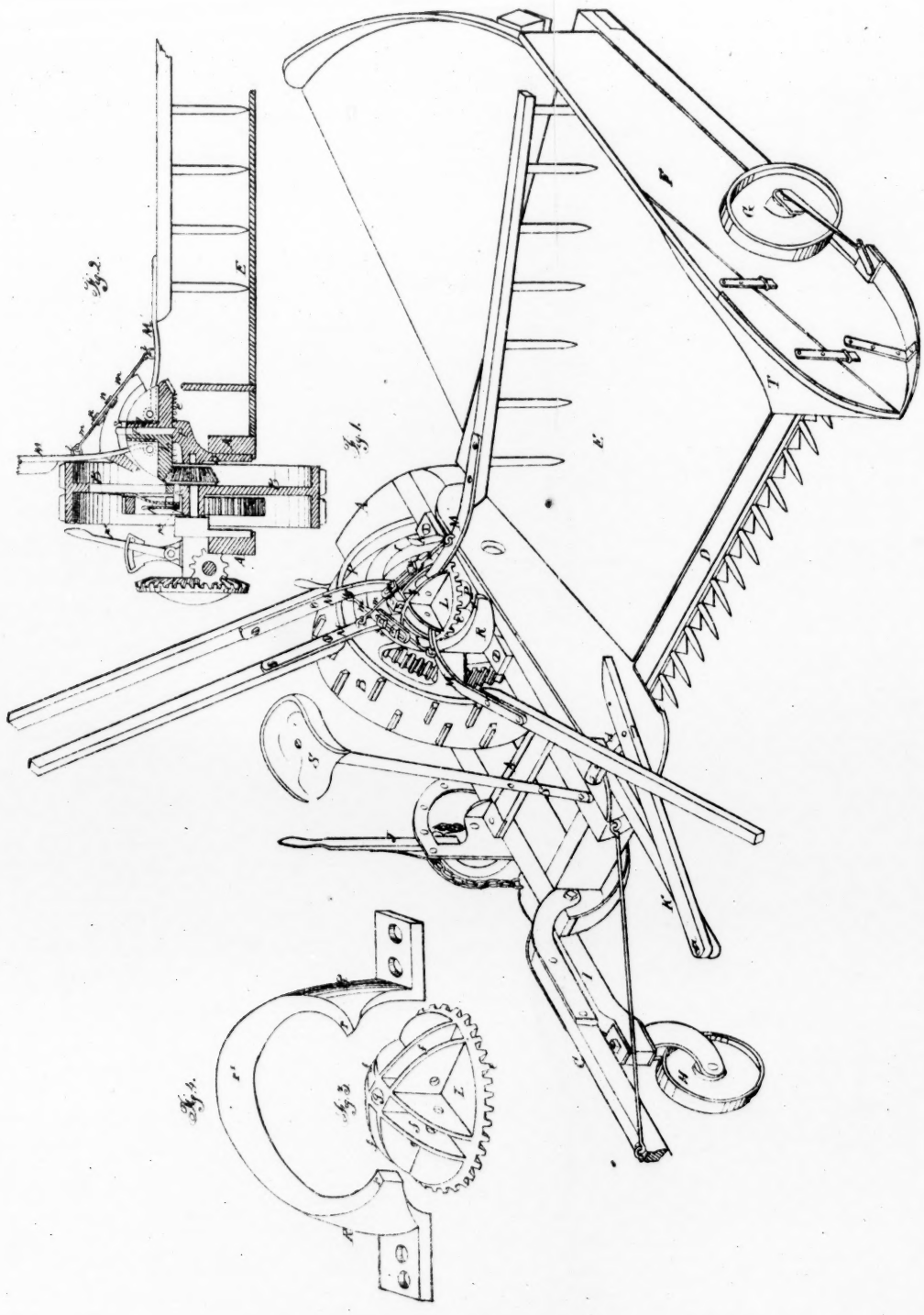
C. RUSSELL & CO., CLEMENT RUSSELL, WILLIAM K. MILLER, AND JAMES S. TONNER

APPELLEES' DRAWINGS.

J. D. Marsh.

Harvester Rake.

No. 37630 Patented Feb. 10, 1863.



S. JOHNSTON.

Combined Rake and Reel for Harvesters.

No. 46,300. Patented Feb. 7, 1865.

Fig. 1,

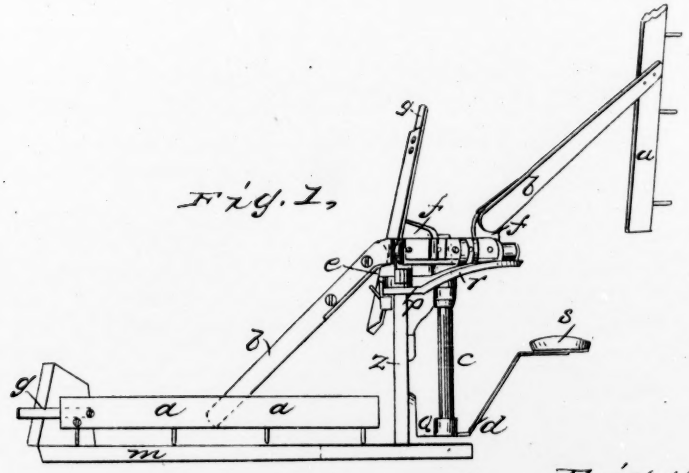


Fig. 2,

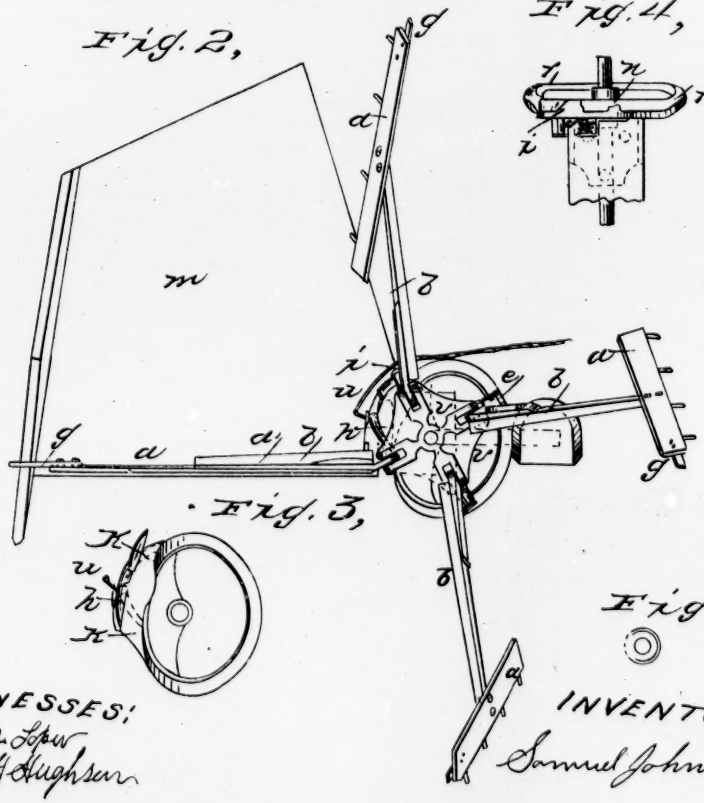


Fig. 4,

Fig. 3,

Fig. 5,

WITNESSES:
H. M. Lyon
Geo. H. Hughson

INVENTOR:
Samuel Johnston

N. PETERS, Photo-Lithographer, Washington, D. C.

C. F. Gronberg.
Harvester Rake.

No. 24555 Patented. June 28 1859

Fig: 1.

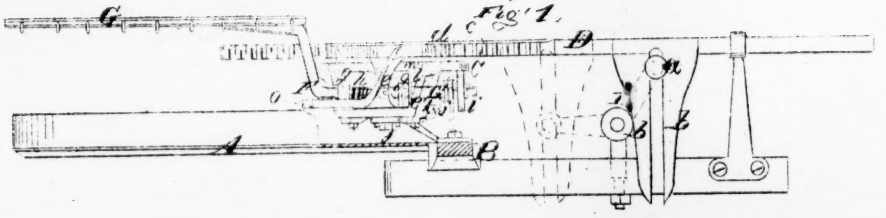


Fig: 2.

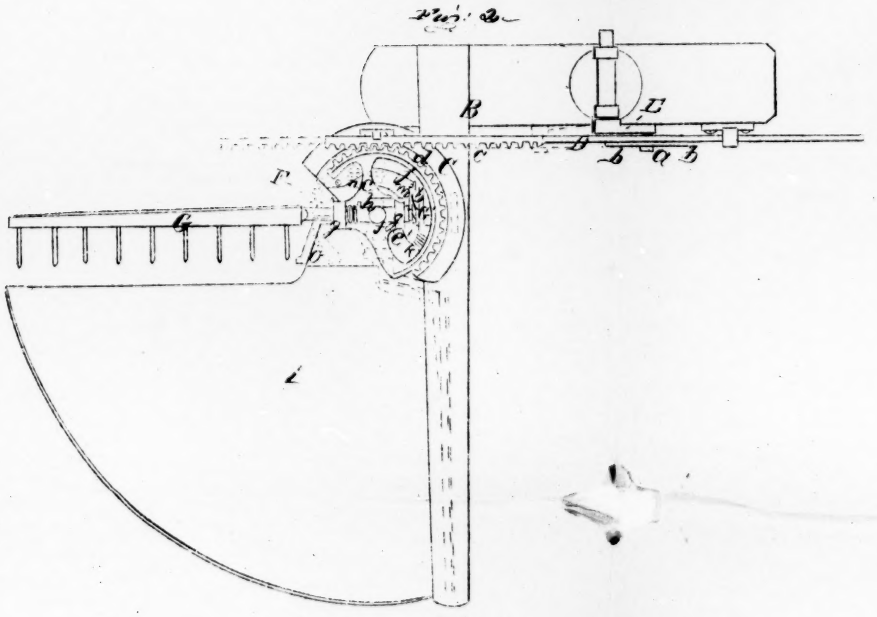
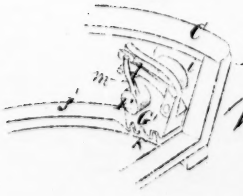
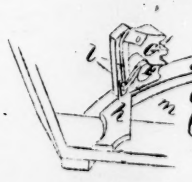


Fig: 3



Witnesses.
Raphlynn
Vivia Watkins

Fig: 4.



Inventor:
C. F. Gronberg

UNITED STATES PATENT OFFICE.

C. P. GRONBERG, OF MONTGOMERY, ILLINOIS.

IMPROVEMENT IN RAKING ATTACHMENTS FOR HARVESTERS.

Specification forming part of Letters Patent No. **24,555**, dated June 28, 1859.

To all whom it may concern:

Be it known that I, C. P. GRONBERG, of Montgomery, in the county of Kane and State of Illinois, have invented a new and Improved Raking Attachment for Harvesters; and I do hereby declare that the following is a full, clear, and exact description of the same, reference being had to the accompanying drawings, forming part of this specification, in which—

Figure 1 is a side view of my invention; Fig. 2, a plan or top view of the same; Figs. 3 and 4, detached sectional views in perspective, showing the manner of raising and releasing the rake.

Similar letters of reference indicate corresponding parts in the several figures.

This invention relates to an improvement in that class of raking devices in which a vibrating rake is employed and made to traverse over a sector or quadrant shaped platform.

The invention consists in a novel means employed for operating the rake, as hereinafter fully shown and described, whereby the desired end is attained by a very simple means, and one that may be readily applied or adapted to the generality of harvesters in use.

To enable others skilled in the art to fully understand and construct my invention, I will proceed to describe it.

A represents the platform of a harvester, of sector or quadrant form, and attached to the framing B of the machine in any proper manner.

To the framing B, and at a point near the inner end of the front side of the platform, an elevated semicircular bar, C, is placed, which bar serves as a rest for a rock-bar, D, that receives a reciprocating motion from a crank, E, the pin *a* of which works between pendants *b b*, attached to said bar D. (See more particularly Fig. 1.) The rack *c* of the bar D gears into a semicircular tooth-bar, *d*, which is attached to the upper part of a skeleton hub, *e*, the axis *f* of which is at the bottom of the center of the support *e'* of the semicircular bar C.

In the skeleton hub *e* the inner end of a shaft, F, is fitted in bearings *g g* and allowed to turn freely therein. This shaft F is bent, forming a sort of crank, as shown plainly in Fig. 1, and to its outer part a rake, G, is attached, said rake being constructed in the usual or any proper way. On the inner part of the shaft F a spiral spring, *h*, is placed, which spring has a tendency to keep the outer portion of the shaft in a horizontal plane, with the inner portion and the rake G down on or near to the platform A.

On the inner end of the shaft F a roller, *i*, is placed loosely, and bears against the under side of the semicircular bar C. On said shaft F, and adjoining the roller *i*, a part pinion, G', is placed loosely, and to the lower part of the support *e'* of the bar C a horizontal semicircular bar, *j*, is attached, said bar being directly under and in the path of the loose part pinion G'. The upper surface of this bar *j* is smooth nearly its whole length, a few teeth or cogs, *k*, being at its front end, as shown in Figs. 2 and 3.

To one side of the part pinion G' a spring-catch, *l*, is attached, the form of which is shown plainly in Figs. 2 and 3, and to the inner part of the shaft F a projecting arm, *m'*, is attached.

To the support *e'*, and near the end of the semicircular bar *j*, which is opposite to the end where the teeth or cogs *k* are placed, there is secured a projection, *n*, (see Figs. 2 and 4,) the use of which will be presently seen. To the lower part of the skeleton hub *e* a projecting arm, *o*, is secured, said arm serving as a bearing for the shaft F when the rake G is depressed or in a position to rake the grain off the platform A.

The operation is as follows: As the machine is drawn along a rotary motion is communicated to the crank E from the driving-wheel of the machine, and said crank E communicates a reciprocating motion to the rack-bar D, and the latter, in connection with the semicircular toothed bar *d*, gives a vibrating motion to the shaft F and rake G, the latter moving or traversing over the platform A. Each time the rake G reaches the termination of its backward movement, or, rather, just previous to said termination, the part pinion G' is brought into gear with the teeth or cogs *k* of the semicircular bar *j*, and the part pinion G' is turned so that its spring-catch *l* will catch the end of the arm *m* on the shaft F, as shown in Figs. 2 and 3, and as the shaft F commences to move forward or toward the front end of the platform the shaft F, in consequence of the part pinion G'

gearing into the teeth or cogs *k* and the connection of said part pinion with the shaft F by means of the spring-catch *l* and arm *m*, said shaft F is turned and the rake G elevated and retained in an elevated position as it is moved over the platform until it reaches a point over the front part of the platform, at which time the spring-catch *l* is thrown off the arm *m* in consequence of said catch coming in contact with the projecting arm *n* on the semicircular bar *j*, and the rake G falls by the action of the spring *h*, so that during the backward movement of the rake the cut grain will be raked from the platform.

I do not claim a vibrating rake, broadly, nor the devices employed for operating the same; but

I do claim as new and desire to secure by Letters Patent—

The peculiar arrangement of the mechanism—namely, the reciprocating rack-bar D and semicircular toothed bar *d*, in connection with the bent rake-shaft E, provided with a spring, *h*, arm *m*, and part pinion G′, and the semicircular bar *j* on the support *e*′, provided with teeth *k*, and a projecting arm, *n*, for joint operation, substantially as and for the purpose set forth.

C. P. GRONBERG.

Witnesses:
RALPH GRAY,
VIN. A. WATKINS.

Sheet 1 - 2 Sheets

I. C. Twining.

Harvester Rake.

No. 29640 Patented Aug. 14, 1860

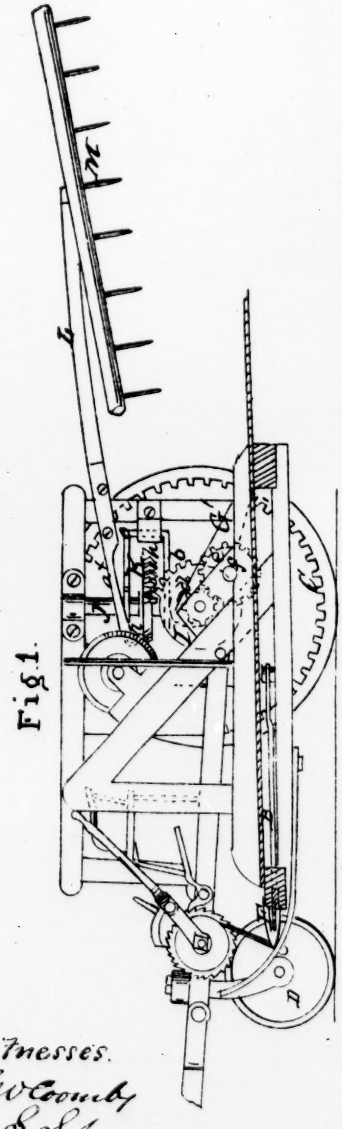


Fig. 1.

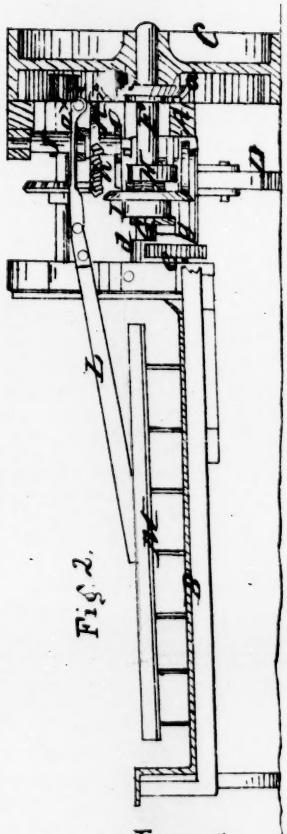


Fig. 2.

Witnesses.
J. W. Coomb
R. S. Spencer

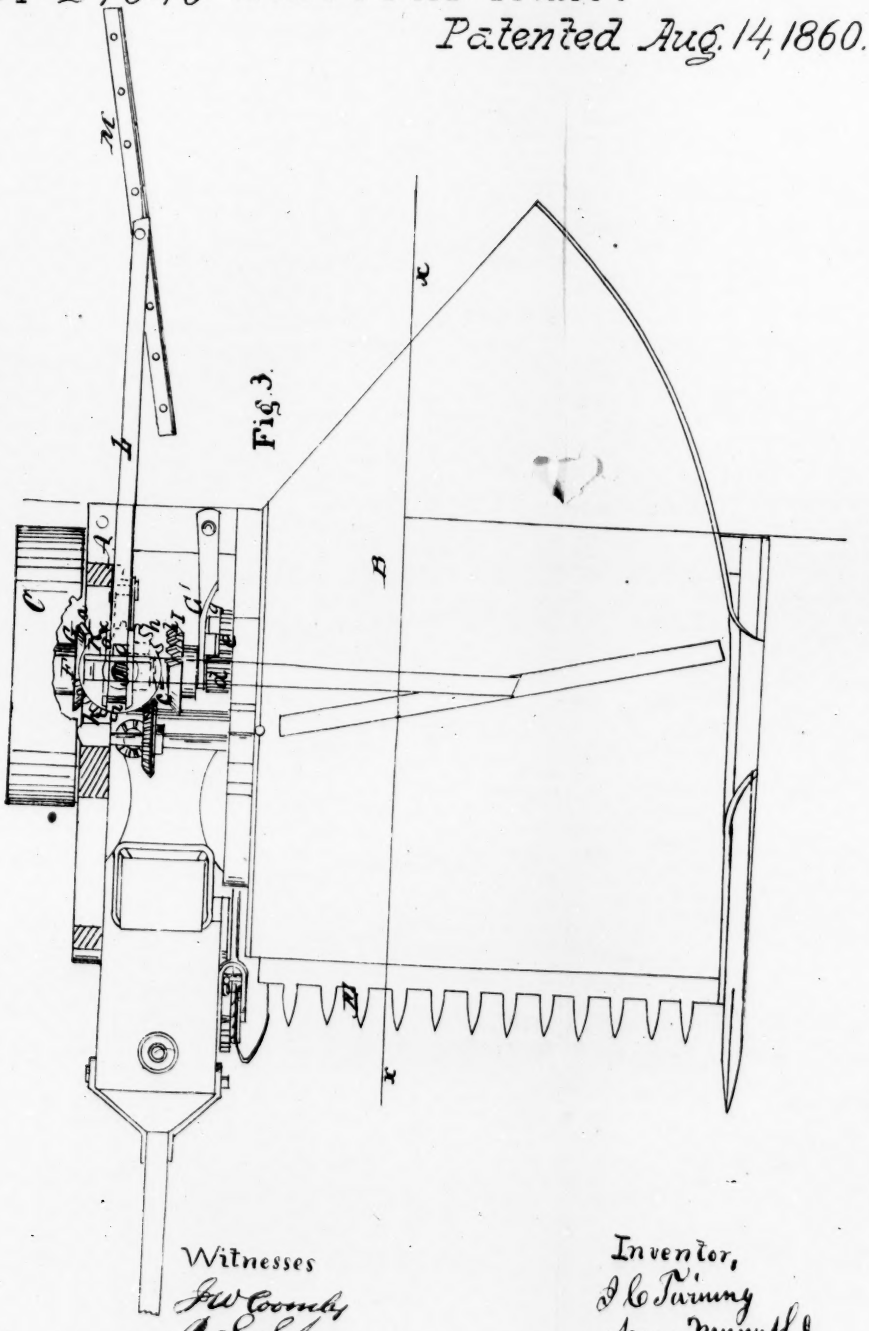
Inventor.
I. C. Twining
per Munn & Co
Attorneys

Sheet 2 2 Sheets

I. C. Twining.

No 29640 Harvester Rake.

Patented Aug. 14, 1860.



Witnesses
J W Coomby
A S Spencer

Inventor,
I C Twining
per Munn & Co
Attorneys